



CANADA

THE

LABOUR AZETTE



Shift Differentials in Canadian Manufacturing (p. 877)

Published Monthly by the

DEPARTMENT OF LABOUR

CANADA

Vol. LXI

No. 9

SEPTEMBER 29, 1961

THE LABOUR GAZETTE

Official Journal of the Department of Labour, Canada

Hon. Michael Starr, Minister

George V. Haythorne, Deputy Minister

Published Monthly in
English and French

Editorial Staff

Editor
W. S. Drinkwater

Editor, French Edition
Guy de Merlis

Circulation Manager
J. E. Abbey

Cover Photograph
National Film Board

Vol. LXI, No. 9	CONTENTS	September 29, 1961
Employment Review		861
Collective Bargaining Review		867
Notes of Current Interest		872
Shift Work, Shift Differentials in Canadian Manufacturing ..		877
Regional Factors in Industrial Conflict		878
Capital Cost Allowance for Production of New Products		881
Changes in Provincial Workmen's Compensation Laws, 1961		882
Encyclical Letter by Pope John XXIII		887
Employment Trends in Great Britain, 1950-1960 ..		889
International Association, Personnel in Employment Security		892
Labour Legislation of the Past Decade—IX		893
Employed Women in Britain		910
50 Years Ago This Month		911
Teamwork in Industry		912
Industrial Relations:		
Certification Proceedings		913
Conciliation Proceedings		916
Canadian Railway Board of Adjustment No. 1		934
Labour Law:		
Legal Decision Affecting Labour		939
Recent Regulations, Federal and Provincial		943
Unemployment Insurance:		
Monthly Report on Operation		945
Decisions of the Umpire		946
Labour Conditions in Federal Government Contracts		950
Prices and the Cost of Living		959
Publications Recently Received in Department's Library ..		961
Labour Statistics		965

CORRESPONDENCE—Address letters dealing with editorial matters to the Editor, those dealing with subscriptions to the Circulation Manager. SUBSCRIPTIONS—Canada: \$2 per year, single copies 25 cents each; all other countries: \$4 per year, single copies 50 cents each; Send remittance by cheque or post office money order, payable to the Receiver-General of Canada, to The Queen's Printer, c/o Superintendent of Government Publications, Ottawa. All subscriptions payable in advance. SPECIAL GROUP SUBSCRIPTION OFFER—Five or more annual subscriptions, \$1 per subscription (Canada only). Send remittance, payable to the Receiver-General of Canada, to the Circulation Manager. BOUND VOLUMES—\$5 per copy delivered in Canada, \$7 per copy to other countries. CHANGE OF ADDRESS—Please attach label showing previous address.

Authorized as Second Class Mail, Post Office Department, Ottawa.

EMPLOYMENT REVIEW

ECONOMICS AND RESEARCH BRANCH

Employment and Unemployment, August

There was no appreciable change in employment between July and August. Unemployment declined further by an estimated 31,000, to 323,000. The labour force decreased by 39,000, more than usual for this period.

Unemployment in the week ended August 19 represented 4.8 per cent of the labour force, compared with 5.2 per cent in July and 5.3 per cent in August 1960.

In the week ended August 19, the labour force was estimated at 6,704,000; a month earlier the estimate was 6,743,000 and a year earlier it was 6,623,000. Employment was estimated at 6,381,000, compared with 6,389,000 a month earlier and 6,271,000 a year earlier. Unemployment was estimated at 323,000, compared with 354,000 in July and 352,000 in August last year.

Employment

Employment increased more than seasonally in a number of industries but declined more than seasonally in services, mainly community service. Men's employment rose by an estimated 11,000 during the month, the result, in part, of early hiring in the automobile industry. Women's employment declined by an estimated 19,000; the decline was largely in community service.

Employment in August was up 1.8 per cent from a year earlier. The service, trade and finance industries accounted for most of the increase. In goods-producing industries, a year-to-year employment increase in manufacturing was offset by decreases in forestry, agriculture and mining.

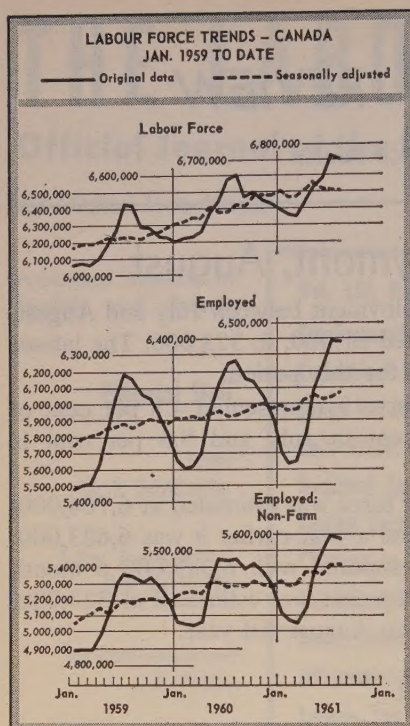
Of the estimated 6,381,000 employed in the week ended August 19, an estimated 4,692,000 were men, 1,689,000 women. In July, 4,681,000 of the 6,389,000 employed were men, and 1,708,000 women. The employment total in August 1960 was made up of 4,633,000 men and 1,638,000 women.

In August, agricultural employment totalled 803,000; non-agricultural, 5,578,000.

From August to August, employment was higher by about 2½ per cent in the Ontario and Prairie regions, by 4 per cent in British Columbia, and by 6 per cent in the Atlantic region. In Quebec, the August estimate of employment was slightly lower than a year earlier.

Unemployment

Unemployment dropped by 31,000, to 323,000, between July and August. In past years, unemployment has seldom decreased and often increased during this period.



Unemployment among young people dropped more than usual during the month. Early hiring in the automobile industry and general strengthening in a number of other industries also contributed to the drop in unemployment.

For the first time in 18 months, in August the unemployment total was below the year-earlier figure. The August total represented 4.8 per cent of the labour force, compared with 5.3 per cent in August 1960. In August 1959 it was 4.0 per cent.

The unemployment total was made up of 301,000 without work and seeking work, and 22,000 on temporary layoff. Of the former, 280,000 were seeking full-time jobs and 21,000 seeking part-time work.

Men accounted for about three quarters of the month's drop in unemployment. Unemployed men numbered 267,000 in August, of whom 135,000 were married. Unemployed women numbered 56,000, of whom 16,000 were married.

Although total unemployment was down from a year earlier, the number out of work for seven months or more (73,000) was 20,000 higher. The largest decrease over the year was in the number out of work for less than a month.

Regional Summaries

Between July and August, employment in the **Atlantic** region declined by an estimated 12,000, a little more than usual for this time of year, but in mid-August was 32,000 higher than at the same time in 1960. Agriculture and non-agricultural industries shared about equally in the decline during the month.

Employment was lower in forestry and in service, but most other non-agricultural industries either expanded or remained stable. Construction workers were in stronger demand during the month and some rehiring was reported in heavy manufacturing. In Newfoundland, employment in pulpwood logging was sharply reduced because of the fire hazard.

Of the year-to-year gain in employment, most was accounted for by the service industry. Manufacturing employment was a little higher than last year, with gains in a fairly large number of industries. Employment was substantially lower than last year in forestry, construction and mining.

Unemployment in August represented 6.8 per cent of the labour force, unchanged from July. In August 1960 it represented 6.9 per cent.

In the week ended August 19, the labour force in the Atlantic region was estimated at 616,000, employment at 574,000 and unemployment at 42,000. The labour force estimate was 13,000 lower than a month earlier but 34,000

higher than a year earlier. Unemployment was slightly lower than in July, slightly higher than in August 1960.

Employment in the **Quebec** region decreased by 17,000 between July and August, somewhat more than usual for this period. The decline was centred in non-agricultural industries, mainly in the service industry, and most of the drop was in women's employment. Manufacturing employment generally remained stable, although non-metallic mineral products showed a small decline. Farm employment, which usually decreases during this period, remained stable, largely as a result of late harvesting.

Employment was down 29,000 from a year earlier. Most of the decrease took place in non-agricultural employment. Although they accounted for a large part of the year-to-year decline, durable goods industries have strengthened during recent months. Forestry operated at a substantially lower level than last year. Construction employment was also lower than last year, although some improvement occurred in residential construction. Employment in textiles and other non-durable goods industries continued at a higher level.

Unemployment, at an estimated 116,000, was 6,000 lower than in July but the same as in August 1960. It was 6.3 per cent of the labour force, down from 6.6 per cent in July but up slightly from the 6.2 per cent in August 1960.

In the week ended August 19, the labour force of the Quebec region was estimated at 1,832,000, down 23,000 from the July estimate and 29,000 from the August 1960 estimate. Employment was estimated at 1,716,000.

Employment in the **Ontario** region rose by 17,000 between July and August. This was a greater-than-seasonal increase. Agricultural employment increased, mainly as a result of hirings for fruit, tobacco and vegetable harvesting. The construction industry showed continuing strength, and demand increased for most types of construction workers. Rehiring in the automobile industry helped to bolster manufacturing employment during the month. Canning plants, textile mills and electrical goods producers also experienced some improvement, but layoffs occurred in the agricultural implements industry. In iron and steel and paper products, employment was unchanged. Uranium mining remained steady after frequent declines since early in 1960. Employment in trade and service remained at high levels.

Employment in non-farm industries increased substantially over the year, rising by an estimated 72,000; farm employment declined by 13,000. Most of the year-to-year employment gain was in service and manufacturing; gains in trade and construction were smaller. Mining employment was lower than in August 1960.

Unemployment in August, at an estimated 95,000, was 3.9 per cent of the labour force. July's 112,000 unemployed represented 4.6 per cent of the labour force, and the 124,000 unemployed in August last year, 5.1 per cent.

In the week ended August 19, the Ontario region's labour force was estimated at 2,457,000, unchanged from the July estimate. In August 1960 it was 2,427,000. The estimated number employed was 2,362,000 in August, 2,345,000 in July, and 2,303,000 in August last year.

Employment changed very little in the **Prairie** region between July and August. Farm employment increased seasonally, and non-farm employment slipped very little from the high July level. The construction industry showed continuing strength, especially non-residential construction. Meatpacking plants

were seasonally active, and some rehiring was reported in iron and steel manufacturing. Qualified personnel for oil drilling and base metal mining were in continuing strong demand.

Employment in August, at an estimated 1,162,000, was only slightly higher than in July but 26,000 higher than a year earlier. Most of the year-to-year gain was in the service industry. Construction and manufacturing showed little year-to-year gain in employment.

Unemployment in August, at an estimated 32,000, was 5,000 lower than in July but 4,000 higher than a year earlier. It represented 2.7 per cent of the labour force, down from 3.1 per cent in July but up from 2.4 per cent in August 1960.

In the week ended August 19, the Prairie labour force was estimated at 1,194,000, slightly less than in July but 30,000 more than in August last year.

Employment in the **Pacific** region remained stable, as usual, between July and August. Construction employment was maintained at a fairly high level, particularly on pipelines, roads and highways. Logging operations were sharply reduced in coastal areas owing to an outbreak of forest fires, but in other parts of British Columbia, logging employment was maintained at a fairly high level. A notable rise in employment took place in food processing plants, which began to operate at capacity, processing bumper crops of fruits and vegetables. There were also some employment increases in sheet metal and machine shops, and in paper mills. New developments and exploratory work kept mining employment at a high level. Persistent fine weather stimulated the tourist trade, so that demands for workers increased.

Employment in August (567,000) was about 4 per cent higher than in the same period a year earlier (545,000). All of the increase took place in non-farm industries. Gains in service, fishing and construction more than offset declines in manufacturing and forestry. Mining employment changed little over the year.

Unemployment in August, at an estimated 38,000, was 6.3 per cent of the labour force, compared with 6.6 per cent in July and 7.5 per cent in August 1960.

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance	
	1		2		3	
	August 1961	August 1960	August 1961	August 1960	August 1961	August 1960
Metropolitan.....	—	1	5	5	7	6
Major Industrial.....	1	1	18	20	7	5
Major Agricultural.....	—	—	2	4	12	10
Minor.....	1	—	10	22	47	36
Total.....	2	2	35	51	73	57

CLASSIFICATION OF LABOUR MARKET AREAS—AUGUST

	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)		Hamilton Quebec-Levis St. John's Vancouver-New Westminster → WINDSOR	→ CALGARY Edmonton Halifax → MONTREAL Ottawa-Hull Toronto → WINNIPEG	
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agri- cultural activity)	SYDNEY ←	Brantford Corner Brook Cornwall Farnham-Granby Joliette Lac St. Jean New Glasgow Niagara Peninsula → OSHAWA Peterborough Rouyn-Val d'Or Saint John Sarnia Shawinigan Sherbrooke Timmins-Kirkland Lake Trois Rivières Victoria	Fort William Port Arthur Guelph Kingston Kitchener London → MONCTON Sudbury	
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more in agricultural)		Chatham RIVIERE DU LOUP ←	Barrie Brandon Charlottetown Lethbridge Moose Jaw North Battleford Prince Albert Red Deer Regina Saskatoon Theftord-Megantic- St. Georges Yorkton	
MINOR AREAS (labour force 10,000-25,000)	KITIMAT ←	Bridgewater Campbellton Central Vancouver Island Chilliwack Fredericton Lindsay Quebec North Shore Rimouski Sorel Summerside	Bathurst Beauharnois Belleville-Trenton Bracebridge Brampton Cranbrook Dauphin → DAWSON CREEK Drumheller → DRUMMONDVILLE Edmundston → GALT → GASPE Goderich Grand Falls → KAMLOOPS Kentville Lachute-St. Therese Listowel Medicine Hat Montmagny → NEWCASTLE North Bay → OKANAGAN VALLEY Owen Sound Pembroke Portage la Prairie → PRINCE GEORGE- QUESNEL Prince Rupert → STE. AGATHE- ST. JEROME St. Hyacinthe → ST. JEAN → ST. STEPHEN St. Thomas → SAULT STE. MARIE Stratford Simcoe Swift Current Trail-Nelson Truro Valleyfield → VICTORIAVILLE	Group 3 (Conc.) Walkerton Weyburn Woodstock, N.B. Woodstock- Tillsonburg Yarmouth

→ The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 624, July issue.

Current Labour Statistics

(Latest available statistics at September 15, 1961)

Principal Items	Date	Amount	Percentage Change From	
			Previous Month	Previous Year
<i>Manpower</i>				
Total civilian labour force..... (a) (000)	August 19	6,704	- 0.6	+ 1.2
Employed..... (000)	August 19	6,381	- 0.1	+ 1.8
Agriculture..... (000)	August 19	803	+ 1.4	- 2.1
Non-agriculture..... (000)	August 19	5,578	- 0.3	+ 2.3
Paid workers..... (000)	August 19	5,147	+ 0.3	+ 2.2
At work 35 hours or more..... (000)	August 19	5,188	+ 4.3	- 1.9
At work less than 35 hours..... (000)	August 19	539	- 1.8	+ 6.5
Employed but not at work..... (000)	August 19	654	- 24.7	+ 36.8
Unemployed..... (000)	August 19	323	- 8.8	- 8.2
Atlantic..... (000)	August 19	42	- 2.3	+ 5.0
Quebec..... (000)	August 19	116	- 4.9	0.0
Ontario..... (000)	August 19	95	- 15.2	- 23.4
Prairie..... (000)	August 19	32	- 13.5	+ 14.3
Pacific..... (000)	August 19	38	- 5.0	- 13.6
Without work and seeking work..... (000)	August 19	301	- 9.6	- 6.5
On temporary layoff up to 30 days..... (000)	August 19	22	+ 4.8	- 26.7
Industrial employment (1949=100).....	June	121.0	+ 3.2	- 1.6
Manufacturing employment (1949=100).....	June	111.0	+ 2.4	- 1.1
Immigration.....	1st Qtr. 1961	11,839	—	- 28.7
Destined to the labour force.....	1st Qtr. 1961	5,374	—	- 33.6
<i>Strikes and Lockouts</i>				
Strikes and lockouts.....	August	47	+ 14.6	+ 11.9
No. of workers involved.....	August	8,067	- 8.6	- 26.4
Duration in man-days.....	August	64,570	- 31.7	- 50.0
<i>Earnings and Income</i>				
Average weekly wages and salaries (ind. comp.).....	June	\$78.59	+ 0.8	+ 3.8
Average hourly earnings (mfg.).....	June	\$ 1.83	- 0.6	+ 2.2
Average hours worked per week (mfg.).....	June	41.0	+ 1.2	+ 1.5
Average weekly wages (mfg.).....	June	\$75.07	+ 0.8	+ 4.0
Consumer price index (1949=100).....	August	129.1	+ 0.1	+ 0.9
Index numbers of weekly wages in 1949 dollars (1949=100).....	June	139.7	+ 1.0	+ 3.0
Total labour income..... \$000,000	June	1,657	+ 4.0	+ 4.2
<i>Industrial Production</i>				
Total (average 1949=100).....	July	167.2	- 6.7	+ 3.4
Manufacturing.....	July	149.0	- 7.6	+ 3.5
Durables.....	July	142.7	- 9.6	+ 1.9
Non-durables.....	July	154.4	- 5.9	+ 4.9
<i>National Employment Service Statistics</i>				
Vacancies..... (000)	August 31	33	+ 6.9	+ 17.9
Applicants..... (000)	August 31	321	- 11.8	- 9.3

(a) Distribution of these figures between male and female workers can be obtained from *Labour Force*, a monthly publication of the Dominion Bureau of Statistics. See also page 624, July issue.

COLLECTIVE BARGAINING REVIEW

ECONOMICS AND RESEARCH BRANCH

During August, collective bargaining resulted in the settlement of 14 major agreements covering approximately 17,400 employees, leaving 86 major contracts in various stages of negotiation as the month closed.

The largest of the 14 settlements reached during August was the one-year agreement between the **Pulp and Paper Mill Workers** and a group of eleven pulp and paper mills in British Columbia. Although the settlement gave no general wage increase to the 5,100 employees, it made provision for a standard industry-wide health and welfare plan to replace individual company plans that had been in force. Other provisions included an additional floating holiday, making a total of nine paid holidays annually, and four weeks vacation after 23 years of employment instead of after 25 years. Among the companies included in the agreement were **B.C. Forest Products**, Crofton; **Canadian Forest Products**, Port Mellon; **Columbia Cellulose**, Watson Island; **Crown Zellerbach**, Ocean Falls; **Elk Falls Co.**, Duncan Bay; **MacMillan**, Bloedel and Powell River, Powell River, Stillwater, Nanaimo and Port Alberni; **Rayonier Canada Ltd.**, Wood Fibre and Port Alice.

Other major settlements during the month included new two-year agreements between the **CBC and Radio and T.V. Employees (ARTEC)** and between the **Shipping Federation** and the Montreal local of the **ILA**. Each of these agreements covered more than 2,000 employees. Settlements were also arrived at between **Dominion Rubber**, St. Jerome, and the **Rubber Workers**, and between **McIntyre Porcupine Mines**, Schumacher, Ont., and the **Steelworkers**, each covering approximately 1,000 employees.

Among major negotiations in progress during the month were those between **Canadian Westinghouse** and the **United Electrical Workers**. Throughout the negotiations, which involve 3,000 employees, the major issue was parity in wages with Canadian General Electric plants in Guelph, Toronto and Peterborough. Canadian Westinghouse would not accept the principle of parity with CGE but offered a wage increase of an unspecified amount and proposed some changes in job evaluation procedures and pensions. The company also proposed modifications in seniority and incentive provisions of the agreement. A conciliation board established to assist in these negotiations released a report early in September that contained no recommendations for settlement but proposed that the parties continue negotiations. Both parties agreed to continue bargaining.

During the month preparations were made for negotiations in such key industries as automobiles, railways and trucking, where agreements affecting large numbers of workers are nearing termination. In the railway industry the negotiating committee of the associated non-operating railway unions met to discuss the next round of bargaining. In the trucking industry both management and the union have released their contract proposals, although, in most cases, bargaining has not yet begun.

According to press reports the **Teamsters'** union has asked that wage rates for Ontario drivers, maintenance men and mechanics be increased to those paid in the United States, and has proposed a reduction in the work week from 48 to 40 hours with a guarantee of at least 40 hours work a week for 90 per cent of the employees. Other demands were that "piggy-back" operations

NEGOTIATIONS PRECEDING SETTLEMENTS REACHED DURING THE FIRST HALF OF 1961

Collective agreements covering 500 or more workers concluded between January 1 and June 30, 1961, exclusive of agreements in the construction industry.

Stage at Which Settled	Duration of Negotiations in Months											
	3 or less		4-6		7-9		10-12		13 or over		Total	
	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.
Bargaining.....	32	34,010	24	35,470	1	1,820	1	1,000	1	500	59	72,800
Conciliation officer.....			19	51,900	8	8,240	1	1,200	3	2,500	31	63,840
Conciliation board.....			4	5,680	4	3,750	1	550			9	9,980
Post-conciliation bargaining.....			3	2,400	2	6,900	5	8,400	4	113,800	14	131,500
Work stoppage.....			1	1,800			2	2,060			3	3,860
Total.....	32	34,010	51	97,250	15	20,710	10	13,210	8	116,800	116	281,980

be curtailed and that the companies contribute \$15 a month per employee to the Teamsters' welfare fund and \$20 monthly to a pension fund. At present the companies pay \$8 per month to the Teamsters' welfare fund. The **Motor Transport Industrial Relations Bureau** countered with proposals that wage rates be maintained at current levels, that the seniority provisions be changed, and that union membership be voluntary. The employers also wanted a new clause added to the agreement that would give them the right to dismiss any employee who participates in a strike during the term of the agreement.

Duration of Negotiations

The duration of negotiations that preceded major settlements reached during the first half of 1961 is tabulated above. The wage terms of these settlements were published in the August issue.

Slightly less than two thirds of the 116 major agreements concluded during the first half of the year were arrived at after six months or less of bargaining; most of these contracts were settled after four to six months of negotiations. In the negotiations that extended beyond six months, most agreements were arrived at after seven to twelve months of bargaining. In only eight agreements did bargaining extend beyond 13 months, but these settlements covered the largest number of workers, most of whom were non-operating railway employees.

Although negotiations leading to work stoppages tend to attract attention, only a very small proportion of labour-management negotiations result in strike action. During the first half of 1961, three major agreements were concluded while a work stoppage was in progress, whereas the other 113 major settlements were reached either by direct bargaining between the parties or during or after conciliation procedures. Of these 113 settlements, 59 were worked out by direct bargaining between the companies and the unions, 31 agreements were settled at the conciliation officer stage, and nine agreements were reached at the conciliation board stage. Further direct discussions were required after conciliation proceedings to work out 14 agreements covering 131,500 workers, nearly half of the total number of workers affected by new major agreements signed during the period.

Collective Bargaining Scene

Agreements covering 500 or more employees,
excluding those in the construction industry

Part I—Agreements Expiring During September, October and November (except those under negotiation in August)

Company and Location	Union
Alta. Govt. Telephones (Plant Dept.), company-wide	I.B.E.W. (AFL-CIO/CLC)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (clerical empl.)
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (equip. salesmen)
Bell Telephone, Que. & Ont.	Traffic Empl. (Ind.) (traffic)

Company and Location	Union
Bell Telephone, Que. & Ont.	Cdn. Telephone Empl. (Ind.) (plant dept.)
Canadian Celanese, Drummondville, Que.	Textile Wkrs. Union (AFL-CIO/CLC)
Chrysler Corporation, Windsor, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Crane Limited, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Cyanamid of Canada, Welland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Dominion Stores, Toronto, Hamilton & others, Ont.	Retail, Wholesale Empl. (AFL-CIO/CLC)
DuPont of Canada, Shawinigan, Que.	Cellulose Wkrs. Assn. (Ind.)
Fisheries Assn., B.C.	United Fishermen (Ind.) (herring fishermen)
Fry-Cadbury, Montreal, Que.	Bakery Wkrs. (CLC)
General Motors & subsidiaries, Oshawa, Windsor, St. Catharines, Scarborough & London, Ont.	Auto Wkrs. (AFL-CIO/CLC)
Kelly, Douglas, company-wide, B.C.	Empl. Assn. (Ind.)
Mannesmann Tube, Sault Ste. Marie, Ont.	Steelworkers (AFL-CIO/CLC)
Maritime Tel. & Tel., company-wide	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (drivers)
Motor Trans. Ind. Relations Bureau, Ont.	Teamsters (Ind.) (mechanics)
Northern Electric, Toronto, Ont.	Communications Wkrs. (AFL-CIO/CLC)
Page-Hersey Tubes, Welland, Ont.	U.E. (Ind.)
Que. Natural Gas, company-wide	Chemical Wkrs. (AFL-CIO/CLC)
Royal Victoria Hospital, Montreal, Que.	Bldg. Service Empl. (AFL-CIO/CLC)
Shawinigan Power, company-wide, Que.	Empl. Assn. (Ind.)
Winnipeg Transit Dept., Man.	Street Railway Empl. (AFL-CIO/CLC)

Part II—Negotiations in Progress During August

Bargaining

Company and Location	Union
Algoma Ore Properties, Wawa, Ont.	Steelworkers (AFL-CIO/CLC)
Algoma Steel, Sault Ste. Marie, Ont.	Steelworkers (AFL-CIO/CLC)
Anglo-Nfld. Development, Grand Falls, Nfld.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Atlantic Sugar Refineries, Saint John, N.B.	Bakery Wkrs. (CLC)
Avro & Orenda Engines, Malton, Ont.	Machinists (AFL-CIO/CLC)
Automatic Electric, Brockville, Ont.	I.U.E. (AFL-CIO/CLC)
B.C. Electric, company-wide	I.B.E.W. (AFL-CIO/CLC)
Campbell Chibougamau Mines, Chibougamau, Que.	Steelworkers (AFL-CIO/CLC)
Cdn. International Paper, N.B., Que. & Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & Oper. Engineers (AFL-CIO)
Cdn. Steel Foundries, Montreal, Que.	Steel & Foundry Wkrs. (Ind.)
Clothing Mfrs. Assn., Quebec, Farnham & Victoriaville, Que.	Clothing Wkrs. Federation (CNTU)
Cluett Peabody, Kitchener & Stratford, Ont.	Amalgamated Clothing Wkrs. (AFL-CIO/CLC)
Distillers Corp., Ville LaSalle, Que.	Distillery Wkrs. (AFL-CIO/CLC)
Dominion Coal, Sydney, N.S.	Mine Wkrs. (Ind.)
Dominion Stores, Montreal & vicinity, Que.	Retail Clerks (AFL-CIO/CLC)
Dom. Structural Steel, Montreal, Que.	Mine Wkrs. (Ind.)
Donahue Bros., Clermont, Que.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Dosco, Cdn. Bridge, Walkerville, Ont.	Steelworkers (AFL-CIO/CLC)
Edmonton City, Alta.	Public Empl. (CLC) (clerical empl.)
Edmonton City, Alta.	Public Empl. (CLC) (outside wkrs.)
Montreal Trans. Commission, Que.	Railway, Transport & General Wkrs. (CLC)
Old Sydney Collieries, Sydney Mines, N.S.	Mine Wkrs. (Ind.)
Province of Saskatchewan	Sask. Civil Service (CLC) (classified services)
Provincial Transport, Que.	Railway, Transport & General Wkrs. (CLC)
Safeway, Shop-Easy & others, Victoria, Vancouver & New Westminster, B.C.	Butcher Workmen (AFL-CIO/CLC)
Sask. Power Corp., province-wide	Oil Wkrs. (AFL-CIO/CLC)
Sask. Wheat Pool (Elevator Div.), Ont., Man., Sask. & B.C.	Sask. Wheat Pool Empl. (CLC)
Shell Oil, Montreal East, Que.	Empl. Council (Ind.)
Smith Transport, Montreal, Que.	Teamsters (Ind.)
Stelco (Canada Works), Hamilton, Ont.	Steelworkers (AFL-CIO/CLC)
Stelco (Hamilton Works), Hamilton, Ont.	Steelworkers (AFL-CIO/CLC)
Stelco, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
T.C.A., company-wide	Air Line Pilots (Ind.)
Towboat Owners' Assn., B.C.,	Merchant Service Guild (CLC)
Trucking Assn. of Que., province-wide	Teamsters (Ind.)

Conciliation Officer

Company and Location	Union
Abitibi Paper & subsidiaries, Que., Ont. & Man. ..	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Assn. des Marchands Détaillants (Produits Alimentaires), Quebec, Que.	Commerce Empl. Federation (CNTU)
Assn. Patronale des Services Hospitaliers, Quebec, Que.	Services Federation (CNTU) (female)
Assn. Patronale des Services Hospitaliers, Quebec, Que.	Services Federation (CNTU) (male)
Bowater's Nfld. Paper, Corner Brook, Nfld.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Calgary City, Alta.	Public Empl. (CLC) (clerical empl.)
Consolidated Paper, Cap de la Madeleine & Three Rivers, Que.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Grand'Mère, Que.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Les Escoumins, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Port Alfred, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Ste-Anne de Portneuf, Que. ..	Pulp & Paper Wkrs. Federation (CNTU)
Consolidated Paper, Shawinigan, Que.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Donnacona Paper, Donnacona, Que.	Pulp & Paper Wkrs. Federation (CNTU)
E.B. Eddy, Hull, Que.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Great Lakes Paper, Fort William, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Hamilton Cotton & subsidiaries, Hamilton, Dundas & Trenton, Ont.	Textile Wkrs. Union (AFL-CIO/CLC)
Hamilton General Hospitals, Hamilton, Ont.	Public Empl. (CLC)
Hotel Dieu St. Vallier, Chicoutimi, Que.	Service Empl. Federation (CNTU)
Howard Smith Paper, Cornwall, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Kimberley-Clark Paper, Terrace Bay, Ont.	I.B.E.W. (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
K.V.P. Company, Espanola, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC)
Marathon Corp. of Can., Marathon, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Motor Trans. Ind. Relations Bureau (car carriers), Ont.	Teamsters (Ind.)
Okanagan Shippers' Assn., Okanagan Valley, B.C.	CLC-chartered local
Ont.-Minnesota Paper, Ft. Francis & Kenora, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Ontario Paper, Thorold, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Polymer Corporation, Sarnia, Ont.	Oil Wkrs. (AFL-CIO/CLC)
Provincial Paper, Thorold, Ont.	Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Spruce Falls & Kimberley-Clark, Kapuskasing, Ont.	Paper Makers (AFL-CIO/CLC) Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
T.C.A., company-wide	Sales Empl. (Ind.)

Conciliation Board

B.A. Oil, Clarkson, Ont.	Oil Wkrs. (AFL-CIO/CLC)
Canada Cement, N.B., Que., Ont., Man. & Alta.	Cement Wkrs. (AFL-CIO/CLC)
Cdn. Westinghouse, Hamilton, Ont.	U.E. (Ind.)
C.N.R., system-wide	Locomotive Engineers (Ind.)
C.N.R., system-wide	Locomotive Firemen & Enginemen (AFL-CIO/CLC)
C.N.R., system-wide	Trainmen (AFL-CIO/CLC)
C.P.R., system-wide	Locomotive Engineers (Ind.)
C.P.R., system-wide	Locomotive Firemen & Enginemen (AFL-CIO/CLC)
C.P.R., system-wide	Trainmen (AFL-CIO/CLC)
Food stores (various), Winnipeg, Man.	Retail Clerks (AFL-CIO/CLC)
Hollinger Mines, Timmins, Ont.	Steelworkers (AFL-CIO/CLC)
Miner Rubber, Granby, Que.	Rubber Wkrs. (AFL-CIO/CLC)
Noranda Mines, Noranda, Que.	Steelworkers (AFL-CIO/CLC)
Ontario Hydro, company-wide	Public Service Empl. (CLC)
Sangamo Company, Leaside, Ont.	Machinists (AFL-CIO/CLC)
Union composing rooms, Toronto, Ont.	Typographical Union (AFL-CIO/CLC)
Winnipeg City, Man.	Public Service Empl. (CLC)

Post-Conciliation Bargaining

Assn. Patronale des Mfrs. de Chaussures, Quebec, Que.	Leather & Shoe Wkrs. Federation (CNTU)
Price Bros., Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)

Arbitration

Company and Location	Union
Assn. Patronale du Commerce, (Hardware), Quebec, Que.	Commerce Empl. Federation (CNTU)

Work Stoppage

Hotel Royal York (CPR), Toronto, Ont.	Hotel Empl. (AFL-CIO/CLC)
--	---------------------------

Part III—Settlements Reached During August 1961

(A summary of major terms on the basis of information immediately available. Figures for the number of employees covered are approximate.)

C.B.C., COMPANY-WIDE—RADIO & T.V. EMPL. (ARTEC) (IND.): 2-yr. agreement covering 2,100 empl.—a general increase of 4% retroactive to April 1, 1961, plus a further 3% eff. April 1, 1962.

CDN. CAR & FOUNDRY, MONTREAL, QUE.—RAILWAY CARMEN (AFL-CIO/CLC): 1-yr. agreement covering 800 empl.—2¢ an hr. increase retroactive to Oct. 1, 1960, plus an additional 5¢ an hr. eff. Aug. 11, 1961; improvements in group insurance plan.

DOM. OILCLOTH & LINOLEUM, MONTREAL, QUE.—CNTU—CHARTERED LOCAL: 2-yr. agreement covering 800 empl.—4¢ an hr. increase retroactive to July 15, 1960, an additional 4¢ an hr. eff. July 28, 1961, plus a final 4¢ an hr. increase eff. July 27, 1962; 4 wks. vacation after 25 yrs. of continuous service (formerly 4 wks. after 30 yrs.); improvements in shift premium.

DOM. RUBBER (FOOTWEAR DIV.), KITCHENER, ONT.—RUBBER WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 600 empl.—male empl. to receive an increase of 3¢ an hr. eff. Aug. 27, 1961, plus an additional 3¢ an hr. eff. April 1, 1962; female empl. to receive an increase of 1½¢ an hr. on Aug. 27, 1961, plus an additional 1½¢ an hr. eff. April 1, 1962; 2 wks. vacation after 3 yrs. of continuous service (formerly 2 wks. after 5 yrs.); 3 wks. vacation after 10 yrs. of continuous service (formerly 3 wks. after 11 yrs.); improvements in shift premiums.

DOM. RUBBER (RUBBER DIV.), ST. JEROME, QUE.—RUBBER WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 1,000 empl.—2¢ an hr. retroactive to Jan. 1, 1961, another 2¢ an hr. eff. April 2, 1962, plus an additional 3¢ an hr. eff. April 1, 1963; 3 wks. vacation after 10 yrs. of continuous service (formerly 3 wks. after 11 yrs.); 3 days bereavement leave for death of close relatives.

DRYDEN PAPER, DRYDEN, ONT.—CARPENTERS (LUMBER & SAWMILL WKRS.) (AFL-CIO/CLC): 2-yr. agreement covering 600 empl.—increase of 7¢ an hr. retroactive to Oct. 31, 1960; a further increase of 3¢ an hr. retroactive to April 1, 1961; a final 2¢ eff. July 1, 1961; on April 1, 1962 work week to be reduced from 48 to 44 hrs. with 60% pay maintenance.

DUPONT OF CANADA, MAITLAND, ONT.—CHEMICAL WKRS. (AFL-CIO/CLC): 1-yr. agreement covering 550 empl.—general increase of 6¢ an hr.; increase of 1¢ an hr. on the Sunday premium pay; and an increase of 1¢ an hr. in night shift premiums.

DUPUIS FRERES, MONTREAL, QUE.—COMMERCE EMPL. FEDERATION (CNTU): 3-yr. agreement covering 1,200 empl.—no wage increase; a company-paid pension plan to be introduced providing empl. who have at least 15 yrs. of service with a pension of \$75 a mo. starting at the age of 65.

FRASER COS., CABANO, QUE.—WOODCUTTERS, FARMERS' UNION (IND.): 1-yr. agreement covering 500 empl.—4% increase for all wkrs. paid on a daily and hourly basis and 5% increase for those paid on a piece rate basis.

MCINTYRE PORCUPINE MINES, SCHUMACHER, ONT.—STEELWORKERS (AFL-CIO/CLC): 2-yr. agreement covering 1,000 empl.—immediate wage increase of 3½¢ an hr.; an additional increase of 2½¢ an hr. during the second yr. of the agreement; settlement pay of \$25 for all empl. who have completed the probationary period.

R.C.A. VICTOR, MONTREAL, QUE.—EMPL. ASSN.—(IND.): 2-yr. agreement covering 650 empl.—2% increase retroactive to May 16, 1961, plus an additional 2% increase eff. May 16, 1962; the work week reduced from 38½ to 37½ hrs. eff. July 17, 1961; improvements in medical plan.

SCARBOROUGH TOWNSHIP, ONT.—PUBLIC EMPL. (CLC) (OUTSIDE WKRS.): 1-yr. agreement covering 500 empl.—7¢ an hr. increase plus additional adjustments in certain classes.

SHIPPING FEDERATION OF CAN., MONTREAL, QUE.—I.L.A. (CLC): 2-yr. agreement covering 2,000 empl.—10¢ an hr. increase for the 1961 shipping season, plus an additional 9¢ an hr. increase for the 1962 shipping season; the same wage rates incorporated in agreements for employees on the docks at Halifax, St. John's, Quebec and Three Rivers.

VARIOUS PULP AND PAPER MILLS, B.C.—PULP & PAPER MILL WKRS. (AFL-CIO/CLC): 1-yr. agreement covering 5,100 empl.—no general wage increase, although rates for some jobs adjusted; 3¢ an hr. increase in the shift differentials for afternoon and night shifts; 4 wks. vacation after 23 yrs. of continuous service (formerly 4 wks. after 25 yrs.); 1 additional floating holiday each yr. for a total of 4; individual company health and welfare plans replaced by a standard joint plan for all companies.

NOTES OF CURRENT INTEREST

N.S., Federal Government Join To Expand Training Facilities

Plans to increase vocational and technical training facilities and programs in Nova Scotia were announced jointly last month by Hon. R. L. Stanfield, Premier of the province, and Hon. Michael Starr, Federal Minister of Labour.

The construction of two new schools, costing an estimated \$3,600,000, has been approved under the Technical and Vocational Training Assistance Act. Under the agreement, the federal Government will share 75 per cent of the cost of construction, or approximately \$2,700,000.

Construction was expected to begin this month and to be completed in March 1963. The schools, which will accommodate 1,450 pupils, will offer courses at the trade, high school and post high school or technician levels, and will be used for training for apprentices, the unemployed, the disabled and other adults, as well as regular full-time day classes.

The Nova Scotia Trades and Technical Institute at Halifax, with a 900-student capacity, will replace facilities formerly rented for training purposes. Courses will be offered in the motor vehicle repair trades, building construction, electronics, service and business occupations. Special courses in marine engineering will be offered at the Halifax school and the institution will serve as a centre for the trade and occupational correspondence courses offered by the province.

The school will be used to train apprentices and technicians, and to offer adult trade and occupational training for the unemployed, disabled and others.

The two-storey school has an area of 168,000 square feet. Of the total cost of approximately \$2,400,000, the provincial Government will pay \$600,000 and the federal Government \$1,800,000.

The second school, The Cape Breton County Vocational High School, will be located in Sydney. It will accommodate 550 students and will offer courses mainly at the high school level. However, courses for adults or persons who have left the regular school system will also be provided. Some of the courses to be offered will be in the building construction and auto mechanics trades.

The school has an area of approximately 80,000 square feet. Total cost is estimated at \$1,200,000, of which Nova Scotia will pay \$300,000 and the federal Government \$900,000.

Provision for expansion has been made in both of the new buildings.

No Hope of Lasting Employment For Those with Little Education

"There can be no hope of worthwhile and enduring employment for many of these people until they have improved their educational standards and better equipped themselves to meet the needs of modern industry," said F. D. Mathers, President of the Canadian Manufacturers' Association, speaking at the Canadian National Exhibition last month.

"Two out of every three unemployed Canadians are lacking any needed skill and, worse than that, are deficient in all but the most elementary education," he said.

It was important to impress upon young people who may be tempted to leave school too early "the life-long and disastrous consequences" that may be the result. The hard truth that those who leave school with an uncompleted education are all too likely to become the jobless of tomorrow cannot be driven home too often, he asserted.

That employment in manufacturing, as elsewhere, is demanding ever higher skills and qualifications is more widely realized now than it was a few years ago, "when it was fashionable to urge more engineering graduates and little else," the CMA President continued.

Prospects in manufacturing have improved with the whole series of measures brought forward by the federal Government during the past two years with the object of stimulating manufacturing and minimizing some of the disadvantages under which it had been expected to contend both at home and abroad, Mr. Mathers said. These measures had undoubtedly given added stimulus to our recovery from the recent recession, and the key economic indicators were all moving in the right direction.

New Apprentice Training Scheme Organized in Great Britain

A new training scheme for apprentices, developed through co-operation of government authorities, trade unions and employers' organizations, was introduced in Britain in 1960 to provide up-to-date training for youngsters born in the high-birth-rate period after World War II, who are now reaching school-leaving age and causing a surge of manpower on the labour market.

The basic idea of this training scheme is to give apprentices the first year of their instruction under direct government auspices, at Government Training Centres—establishments that provided basic training for workers entering industry in wartime Britain and resettlement training to ex-service men when the war ended.

The scheme is not intended to replace the main system of apprenticeship training for which industry itself is responsible. Its purpose is to assist the medium and small firms with limited training facilities that wish to take advantage of the present influx of young people into the labour market.

The Trades Union Congress, the British Employers' Confederation, and various joint apprenticeship bodies were consulted before the program was introduced. The Ministry of Labour manages the program and pays for all the equipment and instruction.

The employers' responsibility is to recruit apprentices, nominate them for the training at centres located in many parts of the country, and pay the boys apprentice wages. After completion of their first year at the training centres, the boys return for the remainder of their apprenticeship years to their employer, who continues their training for, usually, four more years.

During the first month at the training centres the boys are studied to determine their suitability for training. At the end of the month, those who have not made the grade are sent back to their employers; those who stay follow lectures and receive practical training, according to a syllabus drawn up in consultation with employers and unions. Employers receive monthly reports on the progress of their particular apprentices.

Although this scheme has been in operation for a little more than a year, employers are said to be enthusiastic about it because it helps them to add to their skilled labour force while reducing the cost of apprentice training during the first year when it is most expensive and when the apprentices are least productive.

The unions also welcome the scheme as a contribution to equipping thousands of youngsters of the "bulge" years with the skills they will need in the complex industrial world of tomorrow.

Federal Winter Works Payments Totalled \$35.9 Million in 1960-61

Estimated federal government payments under the 1960-61 Municipal Winter Works Incentive Program were \$35,923,000. Last winter's program provided 5,150,405 man-days of work on 121,197 on-site jobs.

Participating municipalities numbered 2,163, and projects undertaken, 7,197.

For the fourth consecutive winter, the federal Government in 1961-62 will co-operate with the provinces and municipalities in the program designed to stimulate winter employment. The program for the coming winter has been broadened to include new classes of projects.

Now included will be any capital undertaking of a municipality except work on schools and school grounds, hospitals and hospital grounds, subway transportation systems, and buildings to be used for industrial or business purposes under private auspices. Examples of projects that now may be included are: tree planting along roads and streets, fabrication of curbs, gutters, park benches and tables, work on municipal irrigation systems, clearing and development of municipal land, engineering yards, and relocation of municipal telephone and power transmission lines.

Under the program, the federal Government pays one half of the direct payroll costs incurred on approved municipal winter works projects during the period October 15, 1961 to April 30, 1962.

In the case of new buildings, the federal incentive payment is limited to \$50,000 on any one building.

Applications covering proposed winter works projects are submitted by municipalities to the provincial Government. If approved by the province, they are then forwarded to the Department of Labour, Ottawa. The Department tells the province of a project's eligibility for an incentive payment and tells local offices of the National Employment Service of projects to be undertaken in their areas.

NES offices co-operate with municipalities and their contractors in recruiting workers for employment on winter works projects.

Department Publishes Report on Sickness, Accident Provisions

Assurance of some income during absences caused by sickness or accident is an important feature of employment for most Canadian workers. Although public and private medical care and hospitalization plans mitigate the heavy burden of medical services, maintaining the income of employees during absences from work due to sickness remains an important problem in labour-management relations.

Essential characteristics of plans covering sickness absence of non-office employees in Canadian industries are the subject of a study just published by the Economics and Research Branch, Department of Labour, under the title *Sickness and Accident Provisions in Canadian Industries*.

Released as Report No. 3 in the Labour-Management Research Series*, this study is based on a survey carried out in the summer of 1960 by the Working Conditions Research and Development Section of the Labour-Management Division of the Branch.

It covers two types of arrangement that protect the income of employees in Canadian industry during the time of sickness: sickness and accident benefit plans, and paid sick leave plans.

Under sickness and accident benefit plans, payments are made, usually through insurance arrangements, to compensate employees for loss of wages; generally, this is the more common type of income protection for wage earners or hourly paid employees.

Under paid sick leave plans, wages are continued in varying degrees and within specified limits; expenditures are charged directly as payroll costs.

Maintenance of income during absences due to industrial accidents and illness associated with worker's employment is provided under provincial Workmen's Compensation Laws. No such legislation exists, however, for the income of workers whose disabilities arise from causes not connected with their employment.

The Report examines both types of plans in four main industrial groups: manufacturing; public utilities; transportation, storage and communication; and service. The sample includes only establishments with more than 100 non-office employees and operating either sickness and accident benefit

plans or sick leave plans only; those with a combination of the two plans were excluded from the sample.

The Report reveals that most sickness and accident benefit plans are underwritten by insurance companies and financed jointly by employers and employees; eligibility for coverage is usually established by a minimum three-month period in employment, and not restricted by the age of the employee; varying "waiting periods" are specified by different plans before benefit payments come into effect; and a flat amount of benefit payments is specified by 62 per cent of the plans covering three-quarters of the employees in the sample, and graduated benefits are provided by the rest of the plans. Differences in stipulation of a maximum benefit period were noted.

Sick leave plans are characterized by provisions for accumulation of credits and provisions directly related to payments under the plans. The former include service requirements before new employees become eligible to accumulate credits for sick leave, the basis on which credits are accumulated, the limits on accumulation, the restrictions on the amount of credits during a single absence, and the disposition of unused credits upon separation from employment. The latter include the effective day of payment of sick leave—this depends on the policy with respect to a "waiting period"—and the scale of pay during the absence.

This Report presents data in more than 30 tables for easy reference. Copies may be ordered from the Queen's Printer, Ottawa, at 25 cents each.

Second Commonwealth Study Conference to Open in Montreal

The second Commonwealth Study Conference on the human consequences of the changing industrial environment is scheduled to open in Montreal on May 13, 1962.

Prince Philip will give the keynote address at the official opening, announced W. V. Ash, Vice-Chairman, and Gordon Hawkins, Executive Director.

Prince Philip will also be chairman of the plenary session on May 17, which will include a panel presentation on some aspects of industrialization and its human consequences in Quebec. He may also take part in a plenary session at the University of Toronto May 26, and attend the final sessions in Vancouver before the Conference ends there on June 16.

About 300 members from more than 30 Commonwealth countries are expected to attend.

*Reports previously published in this Series are: *Provisions for Income Security in Canadian Manufacturing, 1959* (L.G. 1959, p. 1261); and *Shift Work and Shift Differentials in Canadian Manufacturing Industries* (see page 877).

Salaries of Union Leaders Vary Greatly in the U.S.

Salaries of the leaders of big international and national unions cover a wide range, reports filed under the new Landrum-Griffin Act with the U.S. Department of Labor show. Many of these officials head unions which also operate in Canada.

The highest paid union head at present is James R. Hoffa, who receives a salary of \$75,000 plus an unlimited expense account; in addition, he gets \$25,000 as head of a union local.

The second highest paid official is George Harrison, of the Railway and Steamship Clerks, who drew \$60,000 in salary along with \$5,444 expenses during 1960.

The middle range is represented by such men as Walter P. Reuther, head of the Auto Workers Union, who received \$22,600 in salary plus over \$5,000 in expenses; David Dubinsky, of the International Ladies' Garment Workers' Union, with a salary of \$28,600, allowances of \$3,380, and expenses of \$2,636; and David MacDonald, of the United Steel workers, who got \$50,000 in salary and \$38,619 in expenses.

At the lower end of the scale, Costanzo Pagnano, President of the Granite Cutters Union, drew a salary of \$6,000 in 1959, plus \$1,438.00 expenses.

The AFL-CIO reported \$42,691 salary and \$6,281 expenses for its President, George Meany. Secretary-Treasurer William F. Schnitzler drew \$41,326 salary and \$7,370 expenses.

Labor Department officials figure that the average salary of the 25 union leaders on the AFL-CIO executive council is about \$25,000. The latest reports on the Department's file cover either the calendar year 1960 or bookkeeping years beginning at various dates in 1959.

* * *

Claude Jodoin, President of the CLC receives \$16,000 salary plus compensation for actual expenses. Other CLC officials' salaries are: \$14,000 for Donald MacDonald, Secretary-Treasurer; and \$13,000 each for Executive Vice-Presidents William Dodge and Stanley Knowles.

Gradual Retirement Plans Tried By Companies, Unions, Government

Gradual retirement rather than abrupt ending of employees' services at a fixed age is recommended by companies that have tried this approach to retirement. Gradual retirement is also endorsed by some union groups, and was adopted this year by the U.S. Department of Health, Education and Welfare for its employees.

Successful application of a gradual retirement plan is reported by the William Wrigley Jr. Company in Chicago, manufacturers of chewing-gum. It works as follows:

If an employee wants to keep working after the retirement age of 65, he must take leave without pay for one month during the first year after the age of retirement is reached, two months' leave during the second year, and so on. These absences are in addition to his regular vacation; and his retirement income is increased each year that his retirement is delayed.

For example, an employee making \$6,000 a year at 65, with a retirement income of \$3,000 a year available to him is permitted to continue with the company for three more years. At that time, his income is \$4,500 a year. His retirement income in the meantime increases 26 per cent from the original \$3,000, and since he is entitled to Social Security benefits of more than \$1,200 a year, he now has a greater income if he retires from the company than if he continues to work.

In this way Wrigley's employees are helped to get adjusted to living on a gradually smaller income each year and to find other things of interest than work to occupy their time. After eleven years of experience with this plan the company believes it is serving its intended purpose.

The gradual retirement program introduced by the U.S. Department of Health, Education and Welfare offers its employees two possibilities: they can either be given fewer or less-demanding job duties, or their time on the job can be reduced.

If the time-reduction plan is followed, it can take the form of a shorter work-day, or a shorter work-week (a four-day week, for example), or a shorter work year (with a month's vacation twice a year, for example, or intermittent employment with no regular tour of duty).

A number of possible applications of this system is given in a pamphlet entitled "Gradual Retirement in the Department of Health, Education, and Welfare", published by the Department.

Among the unions, District 65, Retail, Wholesale, and Department Store Union (AFL-CIO) has, in its pension plan negotiated with shop employers, a provision for "trying out retirement". It calls for a short-term trial retirement for those who are eligible to retire. Through the union, a six-month or a twelve-month leave of absence from the worker's shop is effected without the member losing his right for re-employment.

Other companies retire certain key personnel and then arrange to use their services on a consultant basis.

Belgium Experiment Suggests Retraining Works for the Few

Retraining works if the worker is young enough and capable enough to learn new skills, and if he gets training in the fields where specific jobs exist; it is not a practical solution for the majority of workers.

These are among the main conclusions that can be drawn from an experiment conducted in the 100-square mile mining district of Borinage, Belgium, where coal pits are being closed as unprofitable by order of the High Authority of the European Coal-Steel Community.

Although limited in its significance because miners represent only a highly specialized kind of unemployed workers, this Belgian experiment represents probably one of the most systematic, large-scale retraining attempts available for study.

The coal mines in the district formerly employed more than 25,000 workers. Today, mining employment is under 11,000, with 2,000 more jobs slated to go by 1965. However, many of the laid-off miners were eligible for pensions; others were Italian nationals who returned home when their jobs disappeared.

In 1959, the Government began developing new industry in the Borinage district, with plans drafted for a great new transportation complex and with improvements and extensions of rail, highway and canal facilities. Work was also begun on an industrial park containing glass works, a corrugated container factory, a brewery, and a cellulose factory.

The retraining program was dovetailed into this development and offered training in skills required in construction work or by the industries planning to locate in the area.

Three schools trained masons, carpenters, and plumbers—12 to 15 of each at a time—with the courses averaging six months. Recently, a month's refrigeration training was added to the plumbing course. A course for glass works diemakers, lasting a year, is offered by a school which has capacity of 10 students. Three-month courses will train machinists and checkers for the new works, a total of 55 workers; and in a one-shot effort, a labour office met a request for 25 blow-pipe cutters by arranging to train 25 men, most of them ex-miners.

To date, some 100 ex-miners have been retrained for other jobs and, according to the local authorities, the number of those interested in and capable of training is pretty well exhausted. Even allowing for the fact that much of the retraining program is just getting under way, this tiny percentage

—1.3 per cent of the 7,000 who lost mine jobs since 1958 indicates the limitations of retraining.

The major obstacle was found to be the age barrier, as few underground workers over 35 were capable to be trained for anything else. The chances of above-ground workers were found to be better, with best prospects among the miners who also had had a previous experience in some other trade, even unconnected with the new skill they wanted to acquire. A reasonably good educational background was another advantage.

Many, of course, did not even apply for retraining, but became unskilled labourers in construction projects. It is believed that the future security of most Borinage ex-miners depends on the continued availability of unskilled jobs rather than on retraining for skilled labour.

However, the retaining officials consider the program to be a success rather than a failure. They point out that retraining is not a large-scale solution, at least among the miners, as it helps only an "elite" group; but for this group, it is very worthwhile.

CLC Will Not Try to Influence New Party's Affairs—Jodoin

The relationship between the Canadian Labour Congress and the New Democratic Party was defined on the first day of the party's founding convention, held in Ottawa, July 31 to August 4.

CLC President Claude Jodoin strongly repudiated any suggestion that the Congress wished to dominate the New Democratic Party. At the same time, he asserted the right of the union movement to engage actively in politics.

"I declare most solemnly that once the New Party is formed... the Canadian Labour Congress will not interfere or try to influence the internal affairs of the New Party... As trade unionists we do not want to dominate, neither do we want to be dominated," Mr. Jodoin said.

A number of prominent union officials have been elected to the NDP executive. They include: Gérard Picard, President of the Montreal Central Council of the Confederation of National Trade Unions, named associate President; Eamon Park, Director, Legislative Department, United Steelworkers of America, chosen as Treasurer; and Fred Dowling, Canadian Vice-President of the United Packinghouse Workers of America, and Romeo Mathieu, also of the Packinghouse Workers, as Vice-Presidents.

Shift Work and Shift Differentials in Canadian Manufacturing Industries

Of the approximately 2,500 establishments reporting regular shift operations, four fifths had shift differentials, usually extra pay

Regular shift operations were practiced by about one in three of the 7,500 Canadian manufacturing establishments, employing more than 819,000 non-office workers, who participated in the 1959 Survey of Working Conditions conducted by the Economics and Research Branch of the Department of Labour. But since the plants where shifts were worked included a number of large establishments, the number of workers on shifts operations amounted to about two thirds of the total number covered by the survey.

The results of the study are given in a new bulletin published by the Department of Labour, entitled *Shift Work and Shift Differentials in Canadian Manufacturing Industries*. The bulletin is No. 2 in the Labour-Management Research series*, a set of monographs designed to deal with a variety of topics of particular interest to labour and management.

Some employees find shift work distasteful, since it tends to upset a worker's social and family life and his eating and sleeping habits, and in order to make such work acceptable the employer often has to offer compensating rewards to the shift worker, the introduction to bulletin points out. It remarks, however, that some workers for various reasons prefer shift work to normal day work.

The most common form of compensation for the drawbacks of shift work is extra pay, but it sometimes takes the form of a shorter working period with the same pay. The financial inducement may be given in the shape of a higher than normal level of basic wages, but the most common form is the payment of shift differentials, the survey showed.

Of the approximately 2,500 establishments that reported regular shift operations, four fifths paid shift differentials, and these plants employed 93 per cent of the total non-office employees engaged on regular shift work. The proportion of establishments paying shift differentials ranged from about 10 per cent in Newfoundland to nearly 33 per cent in British Columbia,

while the proportion of employees affected by differentials varied from 43 per cent in Newfoundland, New Brunswick, Manitoba and Alberta, to 71 per cent in British Columbia.

The survey showed that the "cents-per-hour" type of shift differential payment was the most common. Of all the manufacturing plants reporting differentials, 85 per cent paid a differential of this type, and the employees in these plans comprised 84 per cent of the total in all plants reporting differentials. This type of differential usually takes the form of a fixed premium per hour for all employees on the shift regardless of their basic pay.

A shift differential computed as a percentage of base rate is the next most common type of differential, but it was found in only about 10 per cent of all establishments reporting differentials of any kind. The printing and publishing industry was the only one in which this kind of differential was more prevalent than the cents-per-hour type.

Time differentials came third in order of prevalence in manufacturing. The effect of this kind of differential is that an evening or a night shift worker gets the same amount of pay per shift as a day worker in the same category, but works a shorter shift. A typical example is "8 hours pay for 7½ hours work". This kind of differential was used in establishments employing only about 2 per cent of the total employees in plants reporting differentials, and it was only in the iron and steel products, and the transportation equipment industries that this type of differential was found to be of any significance.

For manufacturing as a whole, the cents-per-hour differential for the evening shift was most commonly from 5 to 7 cents, 5 cents being paid in 402, and 7 cents in 304 establishments. For the night shift, the most usual differential in manufacturing as a whole was 10 cents an hour, this being reported by 384 of the 1,732 establishments reporting, covering 25 per cent of all employees. The next most common night shift differential was 9 cents, which applied in plants accounting for about 14 per cent of

* No. 1—*Income Security Provisions in Canadian Manufacturing Industries*. (L.G., Dec. 1959, p. 1261).

the number of employees, though only 128 establishments were involved.

In some establishments the amount of premium paid for evening and night shifts was the same, but a higher night shift premium was more usual, occurring in 63 per

cent of the plants that reported both evening and night shift differentials.

Copies of this bulletin, which contains 12 tables in addition to the text, may be obtained from the Queen's Printer, Ottawa, price 25 cents each.

Regional Factors in Industrial Conflict

Prof. Jamieson finds that, although strikes and lockouts in B.C. do not appear to have been proportionately larger or more frequent than elsewhere, they seem to last longer and to be more difficult to settle

The conditions that have given rise to the apparently widespread impression that British Columbia is the most "strike-prone" province in Canada were examined in an address given by Prof. Stuart Jamieson of the University of British Columbia at the 33rd Annual Meeting of the Canadian Political Science Association in Montreal in June. The address was entitled: "Regional Factors in Industrial Conflict".

The reputation of British Columbia in this regard has been strengthened by the passing in the B.C. Legislature of a series of new enactments "that impose unusually severe restrictions on organized labour," Prof. Jamieson remarked.

He described British Columbia as second only to Quebec among the provinces of Canada in its interest as a field for research in the phenomena of industrial conflict, "because it is a separate and distinct industrial complex, and has experienced patterns of industrial conflict that differ in certain important respects from other major regions of the country."

Official statistics seem to show that British Columbia has an unusually high incidence of strikes, the speaker said, but he pointed out that this was partly accounted for by the fact that a larger proportion of B.C. workers belongs to unions than is the case in the rest of Canada. Strikes are rarely undertaken by non-union workers, Prof. Jamieson said, and it was therefore to be expected that there would be a relationship between the frequency of strikes and the degree of unionization among the workers.

"Organized labour in British Columbia has accounted for about 15 per cent of total union membership in Canada from 1949 to 1959. This percentage is roughly equal to British Columbia's average proportion of all strikes and of workers involved in strikes over the nation as a

whole during the past decade," Prof. Jamieson said. "In general then, unionized workers in British Columbia have not gone on strike proportionately more frequently, nor in larger numbers, than their counterparts in the rest of Canada."

Nevertheless, although strikes and lockouts in B.C. do not appear to have been proportionately larger or more frequent than in the rest of the country, they do seem on the whole to have lasted longer and to have been more difficult to settle, the speaker said, and they have also been heavily concentrated in certain years and in certain industries. For instance, in 1952 and in 1959, British Columbia, with only 15 per cent of the total number of union members in Canada, accounted for almost 40 per cent of all workers involved in, and 60 per cent of all man-days lost by strikes.

The concentration of strikes in certain industries was exemplified, Prof. Jamieson pointed out, by the occurrence during the 1949-59 period in two industries only, lumber and construction with only 28 per cent of all union members in the province, of almost half the strikes and no less than a fifth of the losses in man-hours due directly to strikes in the province.

"This particular timing and location seems to indicate that, for various reasons . . . strikes and lockouts in British Columbia tend to be concentrated in industries that are most vulnerable to cyclical fluctuations in output and employment, and, in contrast to most other regions of this continent, they tend to be concentrated in years immediately following periods of intense economic expansion."

Types of Strikes

Strikes, however, cannot be treated as if they were all of the same kind, the speaker continued. He distinguished between two main types of strikes: legally

authorized "interest" strikes, and protest or "wildcat" strikes.

The first of these "arise in the course of negotiating new or revised agreements, and in most provinces, including British Columbia, they must go through complicated conciliation procedures required by law before reaching the overt stage of a walkout or shutdown. The largest and most protracted strikes are almost invariably in this category," Prof. Jamieson said. "Economic issues are at the forefront of such disputes." Most of them are concerned with wages or fringe benefits, and many would say that struggles for power, status, recognition or prestige are behind them.

Usually strikes of this kind are undertaken "only after fairly careful examination and articulation of the issues involved, and after fairly lengthy negotiation, and in Canada conciliation," the speaker said.

"Protest" or "wildcat" strikes are those that are undertaken without the authorization of the union, in violation of existing agreements, or in contravention of disputes settlement procedure required by law, he continued. Most of them are small and of short duration, and "only a small fraction of them are rationally conceived and undertaken for specific economic goals."

They may include sympathy strikes, strikes against employment of non-union members or members of rival unions, protests against dismissals, demotions or disciplinary actions by management, complaints about food, board or other matters.

A large proportion of the strikes in the lumber and construction industries in B.C. between 1949 and 1959 were of the wildcat kind, and the prevalence of these strikes gave the main impetus to the punitive legislation enacted in recent years by the provincial legislature. The less frequent "interest" disputes, however, were overwhelmingly more important in the numbers of workers involved and in time lost, Prof. Jamieson said.

Geographical Situation

In seeking to account for the peculiar nature of industrial conflict in British Columbia, the speaker mentioned as the most important factors: the geographical situation, which results in a close connection with the highly unionized and "strike-prone" regions of the United States, together with the "demonstration effect" of U.S. wage and living standards; the preponderance of certain industries found elsewhere to be unusually "strike-prone"; and the concentration of much of the industry,

and more than half the population of the province in Vancouver and its surrounding urban municipalities, with consequent centralization of control over the province's economic life.

The development of centralized industry-wide or multi-employer bargaining, on a regional scale to a degree not usually found elsewhere in Canada, was given by the speaker as one of the most important facts that help to explain the unusually long average duration of strikes and the high losses in man-days of employment in "interest" disputes over the negotiation of new or revised agreements. "Broadening the scale of bargaining tends to reduce the number of "interest" strikes that develop, but when they do occur they tend to be larger, more prolonged and costly," he remarked.

This trend toward centralized industry-wide bargaining also helps to explain the frequency of wildcat strikes in the lumber and construction industries, since it results in a situation in which both unions and employers are too remote from individual groups of employees to deal quickly with the numerous local grievances that give rise to such strikes.

Uneven Pattern of Economic Growth

The final and most important factor leading to a high incidence of industrial conflict in British Columbia Prof. Jamieson held to be "the rapid but uneven pattern of economic growth that this province experienced during the 1950's." This was accounted for by "the basically unstable nature of the British Columbia economy, specialized as it is in a few resource-based industries, notably lumber, producing largely for shifting and uncertain export markets."

The speaker discussed at some length the construction industry's "central role in the erratic course of the British Columbia 'boom' and recession," and its "even more central role in the comparatively turbulent state of industrial relations in that province over the past decade."

In seeking to explain the inherent susceptibility of the construction industry in B.C. to recurrent long and bitter wage disputes, Prof. Jamieson spoke of the unstable and fluctuating nature of business and employment inherent in the industry, the tendency of construction workers to seek immediate gains rather than long-run security, the excessive readiness of employers during a boom to make "overly generous concessions . . . at the cost of periodic over-expansion and recurrent conflict."

"A series of large wage increases during a period of expansion tends to create a momentum of 'built-in expectations' that carries over into periods of decline or recession, when employers are forced to resist further union demands," the speaker pointed out. He also referred to the wide variations in the wage increases and other benefits won by the various building trade unions, due to differences in the demand for and supply of different kinds of skill, and in the militancy and bargaining power of the various unions.

These inequalities in wages and other benefits "disrupt a long-established wages structure . . . generate widespread dissatisfaction and conflict," and give rise to a "pressure of coercive comparison." If this pressure occurs after a time lag, "so that it meets head on with employer resistance during a down-turn, long-drawn-out strikes and lockouts are the result."

Maladjustments and conflicts arising from these conditions within the construction industry have tended to be made more extreme in British Columbia by the magnitude of the construction boom coupled with its greater instability in the province during the 1950's, as compared to the rest of the country," Prof. Jamieson continued, pointing out that from 1951 to 1957 "fluctuations in construction activity were far more extreme in British Columbia than in Canada as a whole."

This fluctuation could be largely accounted for, he explained, by "huge new industrial and resources development projects that have been carried out intermittently." (These projects included Kemano and Kitimat, the Trans-Mountain Oil Pipeline, and the West Coast gas pipeline.)

A further disturbing effect of this "lumpiness" of investment was that firms in charge of multi-million dollar projects had during boom periods offered wages and fringe benefits higher than other employers could afford in the long run. In subsequent periods of decline, after the major projects had been completed, other unions tried to win comparable wage increases "against a ceiling of stable or falling prices during the recession."

The turbulence of conditions in the construction industry had strong repercussions in the lumber industry, and it appears to have been the main cause of the largest and most protracted shutdowns in that field.

Although the construction and the lumber industries are fairly closely related to each other, there are important differences between them in regard to the size and nature of their respective markets, structure and

techniques of production, and elasticity of demand for labour, Prof. Jamieson pointed out. This means that similar collective bargaining demands in the two industries are differently met by the employers. The dependence of the lumber industry on export markets, in contrast to the construction industry with its almost entirely local market, the larger scale of organization in the lumber industry, and the much greater impact of technological change on employment in the lumber than in the construction industry, have put the woodworkers' unions in a weaker bargaining position than the construction unions.

"Wage increases for construction workers, consequently, were far larger than for lumber workers during the 1950's, and on those occasions in which the latter made serious efforts to achieve parity with the former resulted in protracted, industry-wide shutdowns," Prof. Jamieson explained.

Because of these connections between the two industries, the main disputes in the lumber industry have tended to follow closely on those in construction. "The very size of the labour force employed in lumber production, and its extreme importance to the provincial economy, however, mean that greater pressure, or if need be extraordinary measures, will be taken to try to avoid industry-wide strikes."

The lumber industry in B.C. tends to be "the main 'pattern setter' for other unionized industries. And major disputes in these others, including the protracted and costly shutdown of the pulp and paper industry during 1957-58, have generally been linked, directly or indirectly, to those in lumber and construction."

Labour Disputes Legislation

The final factor that may contribute to the peculiar pattern of industrial conflict in British Columbia, though perhaps the most controversial and the most difficult to weigh, the speaker said, is the labour disputes legislation of the province. He recalled that he had said elsewhere that "the compulsory conciliation procedures required in most Canadian legislation are important in helping explain the fact that, since World War II, the average duration of strikes in Canada is higher than in other countries, even including the United States."

Prof. Jamieson admitted, however, that this argument could hardly be used to explain the longer average duration of strikes in B.C. than in the rest of Canada. The only feature peculiar to British Columbia legislation that might have a bearing on the matter was the provision requiring

a supervised secret ballot before strike or lockout action may be taken. "Critics allege that it tends to prolong strikes when they do develop, because it gives them the aura of official sanction.

"But all this is by way of speculation. The notable fact that does stand out in the British Columbia labour scene has been the remarkable consistency of the cyclical pattern of industrial conflict . . . All this in spite of numerous changes in legislation designed to reduce the frequency and impact of industrial disputes."

The deduction that one was tempted to draw from this experience, Prof. Jamieson said in conclusion, was that "even the best designed and most far-sighted labour disputes legislation (or the most severe and punitive for that matter) would have little or no effect upon the recurrent cycle of industrial conflict" in this province.

(Since the above address was delivered unions and employers in the British Columbia lumber and construction industries have signed new collective agreements that involve no wage increases.)

Special Capital Cost Allowances for Production of New Products

Canadian industry shows interest in program that allows firms to claim double depreciation for one year on assets acquired for manufacture of new products

Canadian industry has shown increased interest in the program of Special Capital Cost Allowances announced in the Supplementary Budget on December 20, 1960, as demonstrated by the value of assets covered by applications under both phases of the program: up to September 1 this exceeded \$82,000,000.

Municipalities, too, have shown interest in the benefits under the surplus manpower area phase of the program. Their applications have resulted in the designation of 18 areas and localities; seven more applications were under review at the beginning of September.

Under the program, an additional allowance, equal to the maximum normal capital cost allowance in the first taxation year of the assets, may be claimed by Canadian firms for assets acquired after December 1960 to make new products. In other words, it is permissible to claim double the normal depreciation allowance for one year.

This special allowance may be claimed during any of the first three years after the assets have been acquired. It is also permissible to allocate the special allowance over the three-year period.

Firms may qualify for the Special Capital Cost Allowances in one of two ways: first, any product not normally produced in Canada is eligible; secondly, even if a product is being manufactured in Canada, the firm may be eligible for double depreciation if it is located in a surplus manpower area and the product is not normally manufactured in that area. In other words, products that are not being made in surplus

manpower areas or localities may be considered as new even though the identical product is being produced elsewhere in Canada.

Since the release in March of the regulations covering the plan, the Department of Trade and Commerce has received from Canadian industry applications covering a wide variety of products, including chemicals, steel, textiles, electronics, plastics and foods. A representative cross-section of Canadian secondary industry is taking advantage of the program.

Some firms are establishing new plants and others are enlarging their present facilities in order to make new products and thus diversify their output.

Municipal authorities have also shown increased interest in the program, as they become aware of its benefits. Designation as a Surplus Manpower Area is an advantage to municipalities that wish to attract new industries. Municipal authorities desiring such designation may apply to the Department of Labour, which then undertakes the necessary investigation in co-operation with the National Employment Service.

The conditions governing the designation of areas and localities were outlined by the Minister of Labour in the House of Commons on March 2, 1961. In his statement a distinction was made between areas with a labour force of more than 10,000 and other areas with a labour force of fewer than 10,000. In order to qualify under the program, the larger areas must have been classified by the Department of Labour in a surplus labour market category (these

classifications are published monthly in the LABOUR GAZETTE) for 75 per cent or more of the 48 summer months from May to October inclusive 1953 to 1960, and industrial employment must have declined over the same period. Areas with fewer than 10,000 in the labour force must have been classified in a surplus labour market category for 50 per cent or more of the same 48 summer months, and industrial employment conditions must have generally deteriorated over the years.

The Department considers applications from various types of areas. Single municipalities, groups of municipalities, or counties may be considered if applications are made by appropriate authorities. The Department will also investigate the eligibility of other geographic units. If applications are received from the major municipality or municipalities within the boundaries of the area administered by a local office of the National Employment Service, the eligibility of the NES area as a whole may be investigated.

Following initial application for designation, an investigation is undertaken by the Department of Labour and the National Employment Service to determine the eligi-

bility of the area under the specified criteria. On the basis of available employment and unemployment statistics, conditions in the area or locality are reviewed over the period 1953 to 1960. Where necessary, additional information is obtained by means of interviews with officials of the area under consideration. When the investigation is completed, areas and localities that are found to meet the specified criteria are designated by the Governor-in-Council.

At the beginning of September this year, 18 areas and localities had been designated. The National Employment Service office areas designated under the program are New Glasgow, Springhill, and Amherst, N.S.; Newcastle, N.B.; Cornwall, Windsor and Elliot Lake, Ont. Localities designated are Drumheller, Alta., La Broquerie, Man.; Matane, Tracy and Louiseville, Que.; Campbellton, Grand Falls-St. Leonard, Milltown, Port Elgin and Sackville, N.B.; and Louisburg, N.S. For 17 areas that applied for designation, investigation revealed that employment and unemployment during the period 1953-1960 did not meet the required conditions. Requests from 6 other municipal or county authorities were under review at the beginning of September.

Changes in 1961 in Provincial Workmen's Compensation Laws

Five Provinces amend compensation legislation at 1961 sessions of Legislatures, Alberta making most extensive changes. Yukon alters Compensation Ordinance

At the 1961 sessions of the Legislatures five provinces, Alberta, Manitoba, Newfoundland, Nova Scotia and Prince Edward Island, amended their workmen's compensation laws. The most extensive amendments were in Alberta, after a review of the Act by a special committee of the Legislature appointed in 1960. The Workmen's Compensation Ordinance of the Yukon Territory and the special New Brunswick Act dealing with persons who contracted silicosis prior to June 1, 1948, were also amended.

Compensation for Disability

Four provinces raised the ceiling on annual earnings. The maximum annual earnings on which compensation may be paid were increased from \$3,000 to \$4,000 in Newfoundland and Prince Edward Island, from \$4,000 to \$5,000 in Alberta, and from \$4,500 to \$5,000 in Manitoba. In

Prince Edward Island, the new ceiling goes into effect January 1, 1962. The ceiling on annual earnings in the various Acts now ranges from \$3,600 to \$6,000.

The section of the Alberta Act setting out the method of computing compensation for permanent total disability was amended. The Board, as before, may choose the most beneficial of three alternatives. It may take into account the workman's average weekly earnings in industries subject to the Act in the 12 months immediately preceding the date of the accident, or the average weekly earnings of workmen employed at similar work in the same occupation, or the average weekly earnings of the workmen in industries under the Act during the three years (previously eight years) immediately preceding the January 1 before the date of the injury. The section dealing with permanent partial disability was also reworded to conform with the changes referred to above.

An important amendment in Nova Scotia provided for an increase in disability pensions in respect of past accidents. All workmen receiving temporary total, temporary partial, or permanent total disability pensions based on 66½ or 70 per cent of average earnings or of any difference in earnings, as the case may be, because of accidents occurring before April 1, 1959 are, from May 1, 1961, to be paid compensation at the rate of 75 per cent of earnings or of the same difference in earnings, as the case may be. The amount of compensation, however, must be computed on actual average earnings and may not exceed the maximum allowable rate of earnings upon which compensation was payable at the time of the accident.

A compensation rate of 75 per cent of earnings was adopted in 1959 but was made applicable in respect of accidents occurring on or after April 1, 1959. In 1960, however, the Act was amended to provide that workmen in receipt of permanent partial disability pensions computed at a rate of 66½ or 70 per cent of average earnings should, from May 1, 1960, be compensated at the rate of 75 per cent of earnings, the additional costs to be borne by the Consolidated Revenue Fund.

Another Nova Scotia amendment raised the minimum compensation for permanent total disability from \$100 to \$110 a month, effective May 1, 1961. The new rate is applicable to existing pensioners as well as to new ones.

A further amendment to the Nova Scotia Act was designed to clarify a provision adopted last year which provided that a totally disabled workman with at least two dependent children under 16 may be paid the same compensation as a widow with the same number of dependent children. The amended Act makes it clear that this compensation is payable irrespective of the date of the accident and that the costs of increases in past awards are to be paid out of the Consolidated Revenue Fund of the Province.

In Alberta, the minimum compensation for permanent or temporary total disability was increased from \$25 to \$35 a week. As before, however, where average earnings are less than the minimum, the amount of such earnings will be paid.

A new provision introduced in Alberta was designed to provide some relief for workmen in receipt of a permanent partial disability pension who later become eligible for temporary total compensation in respect

of the same injury. Before the Act was amended, this temporary total compensation was based on the rate in effect at the time the injury was incurred, which meant that it was sometimes lower than if based on present earnings. Now, if more than a year has elapsed since the initial award was made, and the combined awards are less than \$5 a day, the workman may be paid such temporary total compensation as together with his permanent partial disability compensation will bring his total daily compensation to \$5.

In Manitoba the provision prohibiting the payment of compensation in cases where an injury was attributable solely to wilful misconduct unless the injury was both serious and permanent was amended to permit compensation to be paid if the disability is either serious or permanent.

Two provinces, Manitoba and Nova Scotia, provided for the payment of new special allowances in certain disability cases. In Manitoba, the Board was authorized to pay an additional clothing allowance to a workman who, because of the nature of an injury in respect of which he has received compensation, must wear a prosthetic device. In Nova Scotia, the Board is now empowered to grant an additional allowance of up to \$20 a month to totally disabled persons who require special treatment, services or attendants in caring for themselves.

In Alberta, the method of paying subsistence allowances to persons undergoing treatment away from home was changed. Instead of an allowance of \$6 a day, an injured workman may now be paid a *per diem* allowance of \$8 for the first seven days of treatment and of \$6 for each additional day if the workman is maintaining a home with one or more dependants and of \$4.50 if he is not. This subsistence allowance is payable to claims in respect of past accidents as well as to new claims.

Benefits in Fatal Cases

Benefits in fatal cases were increased in Alberta, Newfoundland and Prince Edward Island. As well as raising the benefits, Newfoundland made the increases to dependants of deceased workmen applicable to existing pensioners as well as to new ones. The costs of paying increases in respect of past awards are to be collected from employers in such a manner and at such times as the Board deems equitable.

The maximum allowance for funeral expenses was increased from \$200 to \$250 in Alberta and from \$200 to \$300 in Newfoundland. Another Alberta amendment

authorized the Board to pay up to \$50 for a burial plot. A similar payment is provided for in the Manitoba and Saskatchewan Acts.

The lump sum payment to a widow was increased from \$150 to \$200 in Alberta and from \$100 to \$200 in Newfoundland.

Widows' pensions were raised in Alberta, Newfoundland and Prince Edward Island. In Alberta the widow's allowance was increased from \$60 to \$75 a month. Furthermore, this \$75-a-month allowance will not be reduced to the former level when an existing pensioner becomes eligible for an allowance or pension under any federal or provincial social legislation, as has been the case. In Newfoundland the widow's monthly pension was raised from \$60 to \$75 and in Prince Edward Island from \$50 to \$65.

In Alberta the lump sum payable to a widow on remarriage was increased from \$720 to \$900.

In 1952 the Alberta Board was given discretionary power to pay benefits to a common law wife, but only in respect of accidents occurring after April 1, 1952. A new provision enables the Board to pay benefits to a common law wife irrespective of the date of the accident.

Allowances to children of deceased workmen were increased in Alberta and Newfoundland. In Alberta the monthly allowance to a dependent child under 16 (or under 18 if attending school) was increased from \$30 to \$40. The allowance payable to a dependent invalid child of any age was also raised from \$30 to \$40.

Another Alberta amendment increased from \$10 to \$25 the additional allowance payable, at the discretion of the Board, to a dependent child under 18 or a dependent invalid child of any age where the workman leaves no widow or widower or the surviving spouse subsequently dies or is confined to a prison or institution.

In Newfoundland, the monthly allowance of a child under 16 living with a parent was increased from \$20 to \$25 and that of an orphan child under 16 from \$30 to \$35.

In Newfoundland, total monthly benefits to dependants in case of death may not exceed 75 per cent of the workman's average earnings and must be reduced if the total monthly compensation exceeds this amount, subject to the minimum specified. In line with the increase in benefits referred to above, this minimum has been increased from \$130 to \$150 a month.

The provisions in the Alberta Act giving the Board authority to pay, in case of illness, an additional allowance of up to \$15 a month to a dependent widow in necessitous circumstances and up to \$10 to a dependent child were amended to permit the Board to make these payments irrespective of the date of the accident.

Coverage

Five of the amended Acts provided for some extension of coverage.

In Manitoba, employees of the Metropolitan Corporation of Greater Winnipeg were brought under the Act. Another Manitoba amendment provides that an apprentice who suffers an accident while attending a prescribed apprenticeship class will be treated as a workman and will be entitled to compensation.

In Newfoundland coverage was extended to learners undergoing training or probationary work as a preliminary to employment and provision was also made for bringing members of a volunteer fire brigade under the Act upon the application of the municipality concerned.

Nova Scotia extended coverage to homes for the aged, welfare homes, municipal homes and convalescent homes.

An amendment to the Prince Edward Island Act also gave protection to learners, providing that a learner who is injured while undergoing training or probationary work may be paid compensation based on the wages paid to beginners in the trade or business.

A new section was added to the Alberta Act to provide protection for a workman subject to the Act who is directed by his employer to engage in a form of work that is outside the scope of the Act. If injured while performing such work, the workman will now be entitled to compensation as if the accident occurred in the course of his regular employment.

Industrial Diseases

In Nova Scotia, tenosynovitis, defined as a condition resulting from vibration or excessive use of muscles of the arm, forearm, hand, leg, ankle or foot, was added to the list of compensable industrial diseases. Tenosynovitis (or some form of it) is also a compensable industrial disease in British Columbia, Newfoundland, Ontario, Quebec and Saskatchewan.

In Prince Edward Island, the definition of "accident" was broadened to include disablement arising out of and in the course

of employment. Previously the term was defined to include a wilful and intentional act not being the act of a workman and a fortuitous event occasioned by a physical or natural cause. The broader definition will make it possible for the Board to allow a claim for disablement which can be shown to have arisen over a period of time by reason of the nature of the employee's work as well as for injury caused by a specific accident. It will also permit the Board to pay compensation for any industrial disease that can be shown to have been contracted by reason of the nature of a workman's employment.

In Alberta, the Board may now provide medical aid for and pay compensation to a workman or his dependants if the workman has been exposed to silica dust in his employment in Alberta for 450 work shifts (previously three years) prior to his disablement.

Another Alberta amendment made it clear that the provision which states that, where the personal injury consists of disease that is due partly to employment and partly to other causes, the compensation paid is to be proportionate to the part of the personal injury due to the employment, does not apply to silicosis cases.

The special New Brunswick Act that provides for the payment of \$60 a month to a workman who is disabled as a result of contracting silicosis prior to June 1, 1948 or to a widow of a workman who died from silicosis contracted in the province before that date, was amended. The amendment, which went into force June 1, 1961, states that payment at the rate provided by this section will be made to the widow during her lifetime.

A Nova Scotia amendment gave the Board authority to employ medical experts or consultants to assist in determining whether or not or to what degree a workman has been disabled by silicosis or coal miner's pneumoconiosis. A 1959 amendment had authorized the Board to make regulations, subject to the approval of the Lieutenant-Governor in Council, providing for the appointment of a medical board to advise the Board regarding silicosis and pneumoconiosis claims.

Medical Aid

Newfoundland has amended the provision which provides that when a workman has been so seriously injured that he cannot continue his regular work the employer must provide him with free medical aid

or transport him without charge to a place where he may receive such aid. A new clause states that, whenever one of his workmen is injured, an employer must provide immediate transportation to a hospital, should that be necessary, or to a place where adequate medical care can be given and must also provide free medical care en route.

The section in the Nova Scotia Act prohibiting a physician, surgeon, or other person from charging an injured workman for services, medicines or materials for which payment is made by the Board was amended to extend this prohibition to hospitals and other institutions.

Accidents Occurring Outside Province

The provisions of the Alberta Act setting out the conditions under which a workman is eligible for compensation for an accident occurring outside the province were amended to clarify the intention. Instead of providing that compensation is payable if the employment outside the province has immediately followed employment by the same employer within the province, the Act now states that compensation is payable if the employment outside the province is a continuation of this employment.

Third Party Actions

An amendment was made to the section of the Newfoundland Act dealing with third party actions. This section provides that, if a workman is injured in the course of his employment in circumstances that entitle him or his dependants to bring an action against a person other than his employer, he or his dependants may either claim compensation or bring an action against the third party. A new provision states that, if a compromise settlement of any action is reached, it may not be less than the compensation provided in the Act except with the approval of the Board.

Powers of Boards

In Newfoundland some changes were made in the provisions dealing with the jurisdiction and powers of the Board. As before, the Board has exclusive jurisdiction to hear and determine all matters arising under the collective liability section of the Act and appeals to the courts from its decisions are prohibited. A new provision was added giving the Board exclusive jurisdiction to determine (1) whether an injury or death in respect of which compensation was claimed was caused by an accident within the meaning of this Part;

(2) whether an injury has arisen out of or in the course of employment within the scope of the Act; (3) the existence, degree and permanence of disability by reason of any injury; (4) the degree of diminution of earning capacity by reason of any injury; (5) the amount of average earnings; (6) the existence, for purposes of the Act, of the relationship of any member of the family of a workman; (7) the existence of dependency; (8) whether or not any industry or any part of it is within the scope of the Act and the class to which it should be assigned; (9) whether or not any workman in any industry is within the scope of this Part and is entitled to compensation; (10) whether any particular disease is peculiar to or characteristic of any particular industrial process, trade or occupation to which this Part applies.

A further amendment states that no action for damages may be brought against the Newfoundland Board or any of its members "in respect of anything done by it or them beyond their jurisdiction as conferred by this Act if it was done in the *bona fide* belief that it was within its or their jurisdiction."

The Newfoundland Act gives the Board general authority to reconsider any matter previously dealt with and to rescind or amend any of its orders or decisions. In addition, a new provision has been added giving the Board express authority to reopen, review or adjust any claim or decision, either because an injury has proved more serious or less serious than it was originally deemed to be, because new evidence has been presented, or because a change has occurred in the condition of a workman or in the number, circumstances or condition of dependants or otherwise.

Other Changes

The section of the Alberta Act that deals with cases where money is received by the Board by virtue of it being subrogated to the rights of a workman or his legal personal representative or his dependants was amended. Instead of applying to any settlement, the section now relates only to court judgments. Also, the reference to disfigurement was deleted, as the Board is authorized elsewhere to deal with such cases.

The provision in the Newfoundland Act prohibiting an assignment from or attachment against a workman's compensation payment, except with the permission of the Board, was amended to provide that no claim may be set off against it except, with the consent of the Board, when the debt is for board and lodging.

The section of the Nova Scotia Act dealing with the fishing and dredging industries was amended. In these industries, the employer is individually liable for the payment of compensation and must carry insurance to cover his liability. When an award is made, the employer must deposit the capitalized value of the award together with interest with the Board, which thereafter administers the payment. An amendment changed the rate of interest from 3 to 3½ per cent. This will not affect the compensation payable to a workman or his dependants but will result in slightly lower payments by the employer or the insurer to produce the same rate of compensation.

Yukon Territory

Benefits in fatal cases were raised in the Yukon Territory, where the Workmen's Compensation Ordinance makes the employer individually liable to pay compensation and requires him to carry accident insurance for his workmen in an approved company unless he has made other arrangements satisfactory to the Commissioner of the Territory.

One amendment raised the lump sum payment for burial expenses from \$200 to \$250.

The monthly allowance to a widow remains \$50 in respect of accidents that occurred on or before December 31, 1955, and \$75 in respect of accidents that occurred between January 1, 1956 and July 8, 1961 (both dates inclusive). In the case of accidents occurring on or after July 9, 1961, however, the amended Ordinance provides for a monthly payment of \$100.

Payments to dependent children, other than invalid children, have been changed. Where the accident occurred on or before July 8, 1961, the payment remains \$25 a month and, as before, is payable only until the child reaches the age of 16. In the case of accidents occurring on or after July 9, 1961, the amended Ordinance provides that the monthly compensation is \$35 for the first child, \$35 for the second and \$20 for each additional child, further providing that this compensation is payable until the child attains the age of 18.

As before, compensation is payable to a dependent invalid child, irrespective of age. With respect to accidents that occurred on or before July 8, 1961, the payment remains \$25 a month. In the case of accidents occurring after that date, the compensation payable to a dependent invalid child is \$35 a month.

Encyclical Letter by Pope John XXIII on the Social Problems of the Modern World

The 25,000-word letter, marking the seventieth anniversary of Pope Leo XIII's encyclical, restates the Roman Catholic doctrine on labour-management relations

A search for social justice is one of the themes of the Papal encyclical entitled "Mater et Magistra" (Mother and Teacher), issued in Rome last July by John XXIII in a restatement of the Roman Catholic doctrine on labour relations in this age of automation, state planning, and rising underdeveloped nations.

The 25,000-word encyclical letter to the Roman Catholic hierarchy and laity throughout the world marked the seventieth anniversary of Leo XIII's encyclical on social and labour matters issued in 1891 under the title "Rerum Novarum" (Of New Things).

A recapitulation of the main points made by previous church statements on social and labour policies, not only in the "Rerum Novarum" but also in the "Quadragesimo Anno" (Fortieth Anniversary) encyclical of Pius XI, and the 1941 Pentecost radio message by Pius XII, provided the background for the new encyclical.

Among the main points Pope John XXIII made were:

- A plea to allow workers to have a greater voice in industry at all levels.

- Strong statements upholding private property and private initiative as safeguards against political tyranny.

- The acceptance of the advantages of socialization and state welfare programs, provided their "negative aspects" are removed.

- A detailed discussion of the world agricultural crisis and the declining status of agricultural workers in relation to that of other workers.

In calling for a greater role for labour, the Pope welcomed profit-sharing plans and part ownership of business by the workers.

The encyclical did not deal with strikes.

Considering the role of state on economic matters, the Pope warned that state participation must not be "exercised so as to reduce ever more the sphere of freedom of the personal initiative of individual citizens". He warned that societies suppressing private initiative proceed toward political tyranny, economic stagnation and lack of consumer goods.

In reference to national education and health plans, the encyclical said that human beings had an almost irrepressible tendency to join together for the attainment of objectives beyond the capacity and means of the individual. While underlining the advantages of socialization, it warned against restrictions of individual liberty; however, it denied that growing socialization necessarily reduced men to automatons.

Low wages forcing masses of workers to live in subhuman conditions in contrast to the luxury of a few were deplored; workers should receive wages that would enable them to support their families and live a truly human life.

In the social field, the Pope mentioned the development of social insurance systems, the spread of labour movements, increased social mobility, and related phenomena.

Agriculture was characterized as a "depressed sector" of the economy and a large part of the encyclical was devoted to its problems. It called for the stabilization and integration of farm income and declared co-operatives and family-sized agricultural units to be the most desirable forms of farm enterprise. Gross disproportion between land and population in many countries was noted, but no elaboration on needs for land reform made.

Extracts from the Pontiff's Letter

Following are some of the points of the encyclical relating to the field of labour relations:

On Socialization

One of the typical aspects which characterize our epoch is socialization, understood as the progressive multiplication of relations in society, with different forms of life and activity, and juridical institutionalization.

Socialization makes possible the satisfaction of many personal rights, especially those called economic-social, such as, for example, the right to the indispensable means of human maintenance, to health services, to instruction at a higher level, to a more thorough professional formation, to housing, to work, to suitable leisure, to recreation.

At the same time, however, socialization makes the juridical control of relations between men ever more detailed . . . restricts the range of the individual as regards his liberty . . . makes it difficult for each one to think independently of outside influences.

Ought it to be concluded, then, that socialization, growing in extent and depth, necessarily reduces men to automatons? It is a question which must be answered negatively.

We consider necessary that the intermediary bodies and the numerous social enterprises in which above all socialization tends to find its expression and its activity, enjoy an effective autonomy in regard to public authorities and pursue their own specific interests in loyal collaboration between themselves, subordinately to the demands of the common good.

On Remuneration of Work

Vast numbers of workers in many lands and entire continents are paid wages which condemn them and their families to subhuman conditions of life. This is doubtless due, among other reasons, to the fact that in these countries and continents the process of industrialization is just beginning or is still insufficiently developed.

In the economically developed countries, it not rarely happens that whilst great or sometimes very great remuneration is made for the performance of some task or one of doubtful value, yet the diligent and profitable work of the whole classes of decent, hard-working men receives a payment that is much too small, insufficient or in no way corresponding to their contribution to the good of the community or to the profit of the undertakings in which they are engaged, or to the general national economy.

We judge it, therefore, to be our duty to re-affirm once again that the remuneration of work, just as it cannot be left entirely to the laws of the market so neither it can be fixed arbitrarily. It must rather be determined according to justice and equity.

This requires that the workers should be paid a wage which allows them to live a truly human life and to face up with dignity to their family responsibilities, but it requires, too, that in the assessment of their remuneration regard be had to their effective contribution to the production and to the economic state of enterprise... especially with regard to the repercussions on the over-all employment of the labour force in the entire country, as also... common good of the international communities of different nature and scope.

On Economic Development

In many economies today, the medium and large enterprises not rarely effect rapid and large productive developments by means of self-financing. In such cases we hold that the workers should acquire shares in the firms in which they are engaged, especially when they earn no more than the minimum salary.

The demands of the common good on the national level must be considered to provide employment to the greatest number of workers, to take care lest privileged classes arise, even among the workers, to maintain an equal balance between wages and prices, and make goods and services accessible to the greater number of citizens, to eliminate or keep within

limits the inequalities between sectors of agriculture, of industry and of services, to adjust, as far as possible, the means of production to the progress of science and technology, to regulate the improvements in the tenor of life of the present generation with the objective of preparing a better future for the coming generations.

On Participation of Workers in Enterprise

We also hold as justifiable the desire of the employees to participate in the activity of the enterprise to which they belong as workers.

This demands that the relations between the employers and the employees be marked by appreciation, understanding, a loyal and active co-operation... and that the work be considered and effected by all the members of the enterprise, not merely as a source of income, but also as the fulfilment of a duty and the rendering of a service.

On Association of Workers

Modern times have seen a broad development of association of workers... for the specific purpose of co-operation, in particular by means of collective bargaining. It is imperative that workers exert their influence beyond the limits of the individual productive units, and at every level.

Decisions that have the greatest bearing are those made by public authorities or by institutions that act on a world-wide, regional, or national scale, and pertaining to some economic sector of production. Hence, among such authorities or institutions, besides the holder of capital, the workers also should have a say.

We are happy to express heartfelt appreciation to the International Labour Organization, which for decades has been making its effective and precious contribution to the establishment in the world of an economic and social order marked by justice and humanity, where also the lawful demands of the workers are given expression.

On Rural Workers

Rural workers must take an active part in their own economic advancement, social progress and cultural betterment.

Rural workers should feel a sense of solidarity one with another, and should unite to form co-operatives and professional associations, if they are to benefit from scientific and technical progress in methods of production. They need to organize to have a voice, for today almost nobody hears isolated voices.

They must try to reconcile their rights and interests with those of other classes of workers, and even subordinate one to the other if the common good demands it.

The rural workers can legitimately demand that their efforts be seconded and complemented by the public authorities. We express our satisfaction with (those) who are engaged in co-operatives, in professional groups, and in worker movements with a view of raising the economic and social standards of rural workers.

Employment Trends in Great Britain 1950-1960

The total working population increased by 1,480,000 during the decade. The rate of increase was much greater among the females than among the males

During the decade 1950-60 the total working population* of Great Britain increased by 1,480,000, of whom 560,000 were males and 920,000 females, according to an article "Employment Trends in Great Britain 1950-60," published in the *Ministry of Labour Gazette* for July.

The rate of increase among females during the 10-year period amounted to 12.7 per cent, compared with an increase of only 3.6 per cent in the male working population. Most males of working age are already at work, and the reserve of labour which may be attracted into the working population contains many more women than men, the article points out. A large number of these have been drawn into the labour force during the decade as a result of the high demand for labour and the propensity of women, particularly married women, to seek work.

As a result of the decrease in the size of the armed forces during the decade, with fewer men being drawn away from civil occupations, the increase in the numbers in civil employment, amounting to 1,630,000, was greater than the increase in the total working population. Males in civil employment increased by 710,000, females by 920,000.

The increase in the working population varied from year to year according to the demand for labour. In each of the twelve-month periods ended mid-1951, mid-1954, mid-1955 and mid-1960 it increased by a quarter of a million or more. The only period when it decreased in size was between mid-1957 and mid-1958, when it fell by more than 100,000.

Effect of Changes in Total Population

The main reason for the increase in the number of males in the working population was an increase of about 400,000 in the number of males in the total population within the normal working age range (15-64 for males). On the other hand, the number of females in the population within the normal working age range (15-59 for

females) fell by about 100,000, and the increase in the female working population took place despite this fall.

The rise in the birth rate that began during the war years was just beginning to have an effect on the working population at the end of the decade. From 1950 to 1959 the average number of boys and girls under the age of 18 who were employees was 1,370,000, varying from 1,400,000 in 1954 to 1,330,000 in 1958; but in 1960 the number rose to 1,480,000.

Postponement of Retirement

A further factor increasing the male working population up to 1957 was the tendency to postpone retirement. This was due to the strong demand for labour and to the incentive given by the National Insurance Scheme to certain men aged 55-65 who became insured in 1948 ("late-age entrants") to postpone retirement until 1959.*

The long term trend in this century, as a result of the more widespread adoption of pension schemes and greater provision being made for the aged, has been for workers to retire earlier. In 1921 about 80 per cent of men aged 65-69 were still in the working population. By 1951 this proportion had fallen to 47 per cent, but in the ensuing years it rose slowly to 54 per cent in 1957. As a result of the retirement of late-age entrants and some slackening in the demand for labour, the proportion of men in this age group who were in the working population in 1959 had fallen to 45 per cent, but in 1960 the proportion had risen slightly again to 45½ per cent in response to the increased demand for labour.

Employment of Married Women

The increase in the female working population was very largely due to the increased employment of married women. In 1950 there were 2,850,000 married women employees, 41 per cent of all female employees. In 1960 the number and proportion had risen to 4,090,000 and 52 per

*Late-age entrants into national insurance are those who became insured for a pension on or after July 5, 1948, when the National Insurance Scheme came into full operation and who on that date were men aged between 55 and 65 and women aged between 50 and 60. They could qualify for a pension 10 years after the start of the National Insurance Scheme. Over 400,000 late entrants, including 100,000 wives entitled to a pension on their husband's insurance, became entitled to retirement pensions in July, 1958.

*The total working population consists of all persons aged 15 and over who work for pay or gain, or who register for such work. It comprises (i) all persons in civil employment; i.e. employers, persons working on their own account and employees, part-time workers being counted as full units, (ii) all persons without jobs registered for employment, and (iii) the forces.

cent respectively. This is partly because the number of married women in the total population increased, but it is also the result of married women's being retained in or drawn into the labour market by the very high demand for labour.

A woman who works after marriage normally has two or more main spells of employment separated by the years in which she is rearing young children. Every year there is an exodus of young married women from the labour market and a re-entry of older married women. The greater the demand for labour the longer the exodus after marriage is delayed and the earlier the time for re-entry arrives. Young people are tending to marry at an earlier age and in consequence there is a tendency for this movement out of and back into the working population to take place at an earlier point in time in the life of the working wife.

Part-time Workers

Some women by reason of their domestic circumstances seek part-time work only, and there has been an increase in part-time working during the decade. Precise statistics are not available, except for the manufacturing industries, but it is estimated that the total number of part-time women workers, including those in manufacturing, has risen from about a million to more than one and a quarter million. In the manufacturing industries, the number of women working part-time increased by 50,000 from 320,000 to 370,000, i.e., from 11½ per cent to 13 per cent of all female employees. The upward movement was not, however, constant throughout the period, varying with the demand for labour, to which part-time working is particularly susceptible. The main manufacturing industries employing part-time women workers are textile, clothing, food, drink and tobacco, engineering and metal goods. As the result of a large fall in part-time working in textiles and clothing, industries which traditionally employ a large number of women, and a fall in engineering and metal goods, the number of women working part-time in manufacturing fell in 1952 and in 1953, when it was down to 270,000. By 1956, there had been little change in part-time working in textiles and clothing, but there were increases in the other industries, particularly in the manufacture of food, drink and tobacco, raising the level to 350,000. Numbers then fell to 320,000 in 1959, but there was a further upsurge in 1960 to 370,000; the increase, which was general, was largest in engineering and food, drink and tobacco.

Administrative, Technical and Clerical Workers

The proportion of workers in the manufacturing industries in administrative, technical and clerical employment has been increasing steadily for many years. In 1924 it was 10½ per cent, in 1935 it was 13 per cent and in 1950 it was 16½ per cent. By 1960 it had risen to more than 21 per cent, and there were than 1,880,000 such workers in a total of 8,840,000 employees.

In the 10 years from 1950-1960 the number of administrative, technical and clerical workers in manufacturing increased by more than 600,000, particularly in chemicals, engineering and vehicle manufacture, all industries which employ a high proportion of such workers. During that time the number of operatives increased by a little more than 300,000. Even in industries such as textiles and clothing in which total employment decline, the number of administrative, technical and clerical workers showed some increase.

Industrial Changes

General

During the decade there was an increase of 860,000 (7 per cent) in the numbers employed in the production industries (agriculture, forestry, fishing, mining, quarrying, manufacture, construction, gas, electricity and water) and an increase of 780,000 (8 per cent) in the service industries (transport and communication, distribution, public administration, professional, financial, scientific and miscellaneous services). Employment in the service industries increased steadily throughout the period but, despite the general upward movement, there were some fluctuations in employment in the production industries, where the numbers fell by more than 100,000 from 1951 to 1952 and by nearly 200,000 from 1957 to 1958, but increased by 225,000 from 1953 to 1954, by 250,000 from 1954 to 1955 and by 300,000 from 1959 to 1960, the biggest change (2.4 per cent) in any single year in the period.

Changes in the Production Industries

Employment increased in the manufacturing industries, apart from the manufacture of textiles and clothing, where there was a decrease of 210,000 (12 per cent). The biggest increase was in metals, engineering and vehicles and amounted to 830,000 (21 per cent). Other increases were 80,000 (18 per cent) in the manufacture of chemicals, 120,000 (15 per cent) in food, drink and tobacco manufacture,

and 160,000 (11 per cent) in miscellaneous manufacturing industries. There was an increase of 120,000 (8 per cent) in construction. Employment fell in the extractive industries. In agriculture there was a decrease of 180,000 (15 per cent). In mining and quarrying there was a decrease of 90,000 (11 per cent).

Changes in the Service Industries

Employment in distribution increased by 500,000 (19 per cent); in the professional services, particularly education and the medical services, by 450,000 (28 per cent); and in insurance, banking and finance by 110,000 (24 per cent). There were decreases of 120,000 (6 per cent) in transport, the result of less employment in railways and road passenger transport, and of 160,000 (37 per cent) in private domestic service.

Industrial Changes by Sex

Among male workers the main changes were increases in the manufacturing industries, apart from textiles and clothing, and in the professional and scientific services, and decreases in agriculture, mining and transport. Among females the main changes were very considerable increases in the distributive trades (360,000,

i.e., 32 per cent), in the professional services (310,000, *i.e.*, 32 per cent) and in insurance, banking and finance (70,000, *i.e.*, 46 per cent), increases in metals, engineering and vehicles, and in food, drink and tobacco manufacture, and decreases in textiles and clothing and private domestic service.

Future Trends

Given the expanding economy which a policy of full employment presupposes, most of the main trends observable in the past 10 years are likely to continue, although the change from year to year will vary with the precise level of the economy. The "bulge" of school-leavers will in the next few years increase the supply of young labour, though the growing tendency to continue full-time education beyond the minimum age for leaving school may delay the entry of boys and girls into the labour force. The average number reaching the age of 15 each year in the past 10 years was 660,000 but in the next 10 years will be 780,000. This will go some way to meet the additional demand for labour, but there is still likely to be pressure on marginal workers such as married women and pensioners to remain in or to re-enter the labour force.

TUC Urges U.K. Government to Ratify ILO Equal Pay Convention

The General Council of the British Trades Union Congress have written to the Minister of Labour urging the Government to ratify ILO Convention 100, which requires each ratifying state to "promote and ensure the application to all workers of the principle of equal remuneration for men and women workers for work of equal value." This is a change of policy for the TUC which up to this time has advocated the implementation of equal pay through collective bargaining. (See May, p. 466, and page 910, this issue.)

The new approach is the result of an inquiry carried out by executive officers of the Council affiliates to find out what progress individual unions had made in securing equal pay and what obstacles they were meeting.

Replies were received from 48 unions. Although a few unions had succeeded in narrowing the gap between male and female rates in some industries and trades, most of them reported failure in their attempts to secure equal pay for industrial workers. They stated that the intractability of employers had been the main obstacle to progress, but they also emphasized difficulties in determining the comparability of work done by the two sexes, and the absence of recognized grades of skill for women workers.

Because of this lack of progress the Council concluded that legislation might have to be introduced to enforce equal pay in industries where employers were not willing to introduce it by collective bargaining.

48th Annual Meeting of the International Association of Personnel in Employment Security

"We are faced with the challenge of an economy that is expanding, but not expanding fast enough to absorb the growth of the labour force," said Laval Fortier, Chief Commissioner of the Unemployment Insurance Commission, in addressing one of the opening sessions of the 48th annual convention of the International Association of Personnel in Employment Security, held on July 3 to 7 in Washington, D.C.

This challenge was being met by an intensive campaign to increase Canadian exports, by taking measures to develop secondary industry in every possible way, and by increasing efforts to augment the skills of the labour force through academic education and by vocational and technical training, the speaker said.

Col. Fortier quoted Hon. Michael Starr, Minister of Labour, Canada, as saying that at the present time jobs were being offered in Canada that people without jobs were not competent to take owing to lack of education or training, and that it was not too much to say that "our whole future depends on a well-trained work force."

The Chief Commissioner outlined some of the differences between the Canadian and the United States systems of employment service and unemployment insurance service, pointing out that while in the United States each state is responsible for its own program, in Canada these services are administered by one central body, the Unemployment Insurance Commission, "a body representative of employers, workers and the Government."

Col. Fortier sketched the improvements in the Canadian employment service and unemployment insurance service, as an apparent result of which placements had increased 11.7 per cent during recent recession months.

William Thomson, Director of the Canadian National Employment Service, speaking at the same session, drew attention to the increase in the technological demands that were being made upon workers, and said that the NES was promoting the idea that improving the quality of the labour force is everybody's business.

Mr. Thomson said that 3,000 school dropouts were estimated to be returning to school each year as a result of the advice given by employment counsellors. He spoke of the value of pre-employment records that are being furnished in increasing numbers

to local offices by schools, and of summer courses promoted by the NES to enable pupils to catch up in subjects in which they were backward.

Success in efforts to obtain and keep qualified staff, establishment of placement offices on many Canadian university campuses, the financial agreements entered into by the federal Government with the provinces for the training of unemployed workers, and payment by the UIC of benefits to unemployed workers who were taking training at their own expense, were among other measures for dealing with unemployment mentioned by the speaker.

Another Canadian speaker at the conference, James McGregor, Director of Unemployment Insurance in the UIC, related some of the experiences that Canada had had in connection with extended benefit payments, including seasonal benefit and benefit to fishermen. He observed that Canada, like the United States, had considered extending unemployment insurance coverage to agricultural workers, and he described some of the administrative problems that this would involve.

"There is a misconception amongst insured persons . . . that because they have 'paid in' they should get something out. With the idea of counter-acting this misconception we increased in the last year an enforcement staff by more than 50 per cent. These new officers are engaged for the most part in an educational campaign for claimants," Mr. McGregor told the conference.

The fact could not honestly be evaded that this 48th annual meeting of IAPES was convened under "a cloud of new and serious doubt and concern about the present and future economic security of employment in the American economy," said W. Willard Wirtz, United States Undersecretary of Labor, in his keynote address to the convention.

He deplored the general apathy toward unemployment, "its pain and shock dulled by the temporary sedation of unemployment insurance benefits," and he contended that "capitalism will have lost its conscience, and America her title deed, if we abandon the idea that in this democratic capitalism there is and will always be full economic opportunity for everybody willing to work."

United States Secretary of Labor Arthur J. Goldberg told the convention that for the past decade American products had dominated world markets while the older economies and the struggling new ones were developing competitive strength. "Now we find ourselves engaged," he said. "Obsolescence of skill, great expansion in the young population, foreign competition—these are some of the larger elements that require of our employment security system a new energy and a new dedication." The system, its officers and personnel, "have a very great and important part to play" in the attack on unemployment, Mr. Goldberg commented.

Richard Lyman, Manpower Chief of the International Labour Organization, Geneva, Switzerland, was the chief speaker on International Day, July 5, when members from India, Mexico, Sweden, Switzerland, and the United Arab Republic discussed the manpower situation, unemployment insurance and employment service in their respective countries.

Richard D. Peters, Editor of the *Indianapolis Times*, received a special IAPES citation for promoting a job opportunities campaign that included the publication

without charge of more than 4,000 classified advertisements listing job openings, more than 90 per cent of which were filled. The Association's "Citation of Merit" for helpfulness to employment security administrators in obtaining adequate financing for the employment security program during the past several years was awarded to U.S. Senator Lister Hill of Alabama.

In the election of officers, Edwin F. Fultz, Little Rock, Ark., was chosen as President of IAPES, succeeding Benjamin H. Cohen, Baltimore, Md. Marcel Guay, Montreal, Director of the Quebec Region of the Unemployment Insurance Commission, moved up to be first Vice-President, after having been chairman of the Association's finance committee during the previous year. George Toll, Long Beach, Calif., was elected second Vice-President; Myrtle B. Fowler, Tallulah, La., was elected Secretary; and Lowell J. Black, Montgomery, Ala., was re-elected Treasurer. Leslie Fraser, Manitoba, R. W. Willcox, Ontario, and Hamilton Baird, New Brunswick, were elected to the Executive Board.

Chicago, scene of the first IAPES convention in 1913, was chosen as the site of the Jubilee Year Convention in 1963.

Labour Legislation of the Past Decade—IX

Ninth and concluding article in series reviewing developments since 1950 in Canadian labour legislation deals with dispute settlement, definition of "union"

This article deals with changes in dispute settlement provisions (under the headings conciliation services, provision for an imposed settlement, special legislation

to deal with particular emergency disputes, jurisdictional disputes and disputes during the term of an agreement); trade unions (definition and legal status); and enforcement.

Part 7—Labour Relations and Trade Union Legislation (cont'd.)

Dispute Settlement

Conciliation Services •

The principle of government intervention, if the collective bargaining procedures required by the Act do not lead to agreement, is now common to all the Acts, provision for the services of a conciliation officer having been added to the Prince Edward Island legislation in 1958. The procedures under which conciliation services are made available have not changed substantially in the period. Under the Saskatchewan Act there is no formal procedure for requesting the services of a conciliation officer, but a service is available. If either party requests a conciliation board, the

procedure is very similar to that in other provinces. Conciliation services are, in all other provinces, provided at the point at which there is failure, after negotiation, to agree on the terms of a collective agreement and one of the parties requests conciliation services. The Ontario Act, as passed in 1950, required applications for conciliation services to be made to the Board, and placed on the Board the obligation of screening such applications to determine whether the parties had in fact bargained, on the principle that there should have been genuine bargaining between the parties before government assistance was requested.

The series of articles titled "Labour Legislation of the Past Decade," publication of which began in the December 1960 issue of the *Labour Gazette*, will be reprinted as a booklet.

This series reviewed developments in labour legislation in Canada in the years 1951 to 1960, and serves as a supplement to the article "Fifty Years of Labour Legislation in Canada," published in the 50th Anniversary Issue of the *Labour Gazette*. That article described the most important labour legislation in each decade from 1900 to 1950.

The two-stage conciliation procedure, first a conciliation officer, and if there is still no agreement, a conciliation board consisting of a nominee by each party, together with a chairman selected by them or by the Minister, has been retained as the normal procedure in all jurisdictions. During the period, the Alberta and British Columbia Acts were amended to make the appointment of a conciliation board more specifically a matter of discretion. An amendment in Alberta in 1950 gave the Board of Industrial Relations the duty of considering the conciliation officer's report and advising the Minister whether a board should be appointed. Somewhat similar changes were made in 1954 in British Columbia by providing that the conciliation officer may make recommendations respecting the matters in dispute and, at the discretion of the Minister, the conciliation officer's recommendations may be sent to the parties and may take the place and have the same effect as the report of a conciliation board, thus becoming the last step in the conciliation procedure.*

All of the Acts specify time limits for the various stages of the conciliation process, but these may be exceeded by agreement of the parties and have frequently been extended. An attempt to cut down the delays by reduction in time limits was made in 1954 in British Columbia and Ontario, and further efforts to cope with the problem of delays were made in Ontario in 1957 and 1960 and in Newfoundland in 1960. In both Ontario and Newfoundland, the Minister was authorized to replace a board member who cannot enter on his duties so as to enable the board to report in a reasonable time (a provision which has been included in the Alberta

Act since its passage in 1947). The Minister may also replace a chairman in Ontario if he cannot proceed expeditiously with his duties. In Ontario, also as a result of the 1960 amendment, the board is required to report its findings within 30 days of its first sitting. The 30-day period may be lengthened by one extension of 30 days at the request of the chairman or up to 90 days by agreement of the parties. Any extension beyond 90 days requires the consent of the Minister. If the time limit expires and no extension has been granted, the proceedings are automatically terminated. Where a board is unable to report within the time allowed, or there is no majority agreement, a notification by the chairman to the Minister to this effect constitutes the report of the board.

A provision to enable the parties to a dispute to have the Minister appoint a mediator of their own choosing was inserted in the Ontario Act in 1960. On being appointed by the Minister, such a mediator, who would be paid by the parties, would have the same powers of investigation and inquiry as a conciliation board and his report would have the same effect as the report of a conciliation board. Provision has been made in the British Columbia legislation since 1947 for a mediation committee of the parties' own choosing as an alternative to a conciliation board.

The concept of the main function of the conciliation board has not changed during the period. As expressed in the federal Act, it is "to endeavour to bring about agreement between the parties in relation to the matters referred to it." All the Acts place upon conciliation boards the function of reporting their findings and recommendations to the Minister of Labour*, and most of the Acts specify that the Minister may publish the report in such manner as he sees fit. In Ontario, where, since 1950, the legislation has made no mention of publication, reports are not in fact made public, and in British Columbia, only a summary of the majority report. In the other jurisdictions, copies of reports are made available to the press and are available on request.

Under the Alberta legislation throughout the period, a vote of the employees affected has been required on acceptance or rejection of the majority report.

As a result of a provision introduced in 1954, British Columbia has a somewhat similar procedure relating to acceptance or

*A provision was added to the British Columbia Act in 1961 to the effect that if a conciliation officer is unable to bring about agreement, and he recommends only that a conciliation board should not be appointed, the Minister may bring the conciliation services to an end by advising the parties in writing that a board will not be appointed.

*A 1961 amendment in Quebec provides that, except in the exceptional case where the parties have agreed in writing to abide by the board's decision, the board will report only that agreement has been reached or that there is still disagreement.

rejection of the recommendations of a conciliation board (or the recommendations of a conciliation officer where his recommendations take the place of a board report). There is not to be a lockout or a strike if the employer and a majority of the employees entitled to vote are in favour of accepting the report.

All the Acts, except the Saskatchewan Act, continue to prohibit strikes and lockouts until the conciliation procedure has been completed†. In Saskatchewan, a strike or lockout may not be commenced during the functioning of a conciliation board, which may be appointed by the Minister upon application of either party to a dispute.

The normal conciliation process described above leaves the parties to a dispute with a recommendation for settlement before them, but they are free to accept or reject it and the prohibition on strikes and lockouts is removed within a short period after the board's report is filed with the Minister, in most Acts seven days.

†A 1961 amendment in Quebec brings the period during which strikes and lockouts are prohibited to an end 75 days after receipt of the application for conciliation services (90 days after in the case of a first agreement) even if 14 days have not elapsed after the Minister has received the report of the conciliation board.

Provision for an Imposed Settlement

In 1950, Quebec had legislation—the Public Services Employees Disputes Act of 1944—which made provision for binding settlement of disputes in certain “public services”, defined to include provincial and municipal government services, hospitals, and a number of public utility services whether publicly or privately owned. The Act prohibited strikes by employees subject to it, and provided some form of arbitration of contract disputes for all groups except civil servants, where the provincial Civil Service Commission was said to be the final authority.

Before 1950, British Columbia and Ontario also had legislation providing for binding arbitration of disputes between municipalities and their policemen and firemen.

Before the end of 1960 a number of other provinces had made provision for final settlement of disputes for certain categories of services. The provisions in effect at the end of 1960 are indicated in the table below.

With respect to policemen, the legislation of Alberta, Ontario and Quebec provides that while they may belong to a police association, and such an association may bargain for them, and, if it has majority support, must be recognized by the municipality, they may not belong to a trade

**PROVISION FOR FINAL SETTLEMENT OF CONTRACT
NEGOTIATION DISPUTES**

Province	Legislation	Date Settlement Provision First Enacted	Persons or Situations Covered	Method of Prescribing Settlement
Alta.....	1. The Police Act	1953	Members of a municipal police force	Ad hoc arbitration board
	2. The Fire Departments Platoon Act	1954	Full-time firemen	Ad hoc arbitration board
	3. The Alberta Labour Act, s. 99.	1960	A situation where, in the opinion of the Lieutenant-Governor in Council, there exists a state of emergency arising from a labour dispute in such circumstances that life or property would be in serious jeopardy by reason of an interruption of system for supplying water, heat, electricity or gas, or of hospital services.	After an emergency is proclaimed, strikes and lockouts are prohibited. The Minister of Labour is authorized to establish a procedure to assist the parties to the dispute to reach a settlement, and is empowered to do all such things as may be necessary to settle the dispute.
B.C.....	Municipal Act, s. 192	1949	Members of a municipal police force; municipal firemen	The recommendation of a conciliation board appointed under the Labour Relations Act is binding upon the municipality or Board of Commissioners of Police and upon the firemen or policemen employed by the municipality.

PROVISION FOR FINAL SETTLEMENT OF CONTRACT NEGOTIATION DISPUTES (contd.)

Province	Legislation	Date Settlement Provision First Enacted	Persons or Situations Covered	Method of Prescribing Settlement
Man.....	1. Fire Departments Act	1954	Full-time fire fighters	Ad hoc arbitration board
	2. Labour Relations Act, ss. 75-78.	1958	Employees of the Manitoba Power Commission, the Manitoba Telephone Commission, the Manitoba Hydro-Electric Board, and the Winnipeg Electric Company, and those employees of the Liquor Control Commission required for operation or carrying out of the Liquor Control Act	Award of 3-member mediation board chosen from panel nominated by the parties and the Minister of Labour. Either party may appeal the award to the Lieutenant-Governor in Council. After a hearing the Lieutenant-Governor in Council may make an order confirming or varying the award of the mediation board and may declare that uninterrupted operation is essential to the health and well-being of the people of the province. Where a declaration of essential work has been made by the Lieutenant-Governor in Council, strikes and lockouts are forbidden.
Ont.....	1. Fire Departments Act	1947	Full-time fire fighters, if either party applies for arbitration	Ad hoc arbitration board.
	2. The Police Act	1950	Members of a municipal police force, if either party applies for arbitration	Ad hoc arbitration board.
Que.....	Public Services Employees Disputes Act. An Act respecting municipal and school corporations and their employees, 1949, c. 26	1944	(1) Municipal and school corporations. (2) Public charitable institutions within the meaning of the Quebec Public Charities Act (c. 187) (3) Insane asylums. (4) The following businesses: the transmission of messages by telephone or telegraph, transportation, railways, tramways, navigation, or the production, transmission, distribution or sale of gas, water or electricity, —excepting railways under the jurisdiction of the Parliament of Canada. (5) The services of the Government of the Province, but only as regards the functionaries and workmen contemplated by the Civil Service Act (c. 11) and subject to the provisions of the said Act.	(1) Disputes between municipal and school corporations must be referred to arbitration boards set up under "An Act respecting municipal and school corporations and their employees," which hold office for two years. (2) (3), (4)—Disputes between these public services and their employees must be referred to arbitration either under the terms of their collective agreement or as provided in the Quebec Trade Disputes Act (an ad hoc board). (5) The Civil Service Commission shall act as a council of arbitration. Strikes or lockouts are prohibited in all circumstances.
Sask.....	1. City Act	1953	Members of a municipal police force, subject to condition that local union's constitution contains a no-strike clause.	Ad hoc arbitration board
	2. The Fire Departments Platoon Act.	1953	Full-time fire fighters, subject to condition that local union's constitution contains a no-strike clause.	Ad hoc arbitration board

union that admits other categories of employees. "An Act respecting public order", passed in 1950 in Quebec, further provided that a trade union that admitted members of a municipal police force would not be eligible to be certified as a bargaining agent. A similar limitation on the right of association applies to provincial civil servants in Quebec, who may not belong to an association which has any other category of employees as members.

Special Legislation to Deal with Particular Emergency Disputes

On three occasions during the decade, special legislation was enacted to bring a labour dispute to an end and when the normal dispute settlement procedures had failed to bring the parties to agreement and the government considered that an emergency existed.

The first such legislation was the federal Maintenance of Railway Operation Act passed in August, 1950, to bring an end to a general railway strike. The Act required the resumption of operations by the railways and the settlement of the dispute. Operations were to be resumed within 48 hours after the enactment of the legislation, and every employee on strike was required to return to his duties. As an interim settlement, all employees were to receive an increase of four cents an hour. The Act further provided that if the parties were not able to reach agreement, the Government would appoint an arbitrator. The parties did not reach agreement in the prescribed time, and the Government named an arbitrator who made an award in December, 1950.

The second occasion was in the summer of 1958, when a strike tied up the British Columbia Coast Steamship Service of the Canadian Pacific Railway, a shipping operation subject to federal legislation. The situation was considered urgent because certain essential supplies and services to Vancouver Island and coastal points were almost entirely discontinued. To end the strike, Parliament passed the British Columbia Coast Steamship Service Act, requiring the return to work of striking employees, and providing for the appointment of an administrator to restore and maintain services. The terms of the existing agreement, amended so as to increase the rate of wages by eight cents an hour, were to continue to apply until settlement was reached. The administrator remained in charge until the parties, with the assistance of a federal mediator, reached agreement in February, 1959.

On the same occasion, the British Columbia government intervened to prevent a work stoppage affecting Black Ball Ferries, a service subject to provincial jurisdiction. During the strike in the C.P.R. service, the Black Ball Ferries were the last remaining service between Vancouver Island and the mainland. The Government issued a proclamation under the Civil Defence Act of the province declaring that an emergency existed, and a second proclamation bringing into operation sections of the Act giving the Government wide powers to deal with an emergency. Officers and engineers defied a Government order and went on strike. The Government obtained a court injunction ordering the striking employees back to work.

Again in the fall of 1960 the federal Government introduced special legislation to prevent a strike on the railways. The Railway Operation Continuation Act ex-

tended the existing collective agreements as defined in the Act until May 15, 1961, directed union officials to notify their members that strike action had been suspended until May 15, 1961, ordered the reinstatement of employees who had been laid off, and stated that on the expiry date of the legislation the rights and privileges of both companies and unions under the Industrial Relations and Disputes Investigation Act would be preserved. An agreement was negotiated in May, 1961.

Jurisdictional Disputes

The certification procedure, by defining the appropriate bargaining unit and determining the exclusive bargaining agent for the employees within it, has been effective in dealing with one area of jurisdictional dispute between unions by settling the question of which union an employer should recognize as representing the employees. Another type of jurisdictional dispute—over the assignment of work—has not been fully settled by this procedure. Three provinces, Ontario, Alberta and Newfoundland, have amended their legislation to attempt to forestall work stoppages over disputes about work assignments.

A 1960 amendment to the Alberta Act made it an unfair labour practice on the part of an employee to refuse to perform work for his employer and on the part of an officer or representative of a trade union to encourage or consent to such refusal, for the reason that other work is assigned to members or non-members of a trade union or other organization. The effect of this provision seems to be to prohibit work stoppage as a means of settling work assignment disputes but there is no special machinery for settlement. The penalties would be the same as in the case of other unfair labour practices.

The Newfoundland Act as amended in 1959 provides that no person shall engage in a concerted refusal to perform any services with a view to forcing or requiring any employer to assign particular work to employees in a particular trade union or in a particular trade or craft rather than the employees in another trade or craft and no trade union or representative of a trade union shall authorize or encourage such a refusal. A specific fine is provided for the breach of this provision but there is no special procedure for enforcing it.

A 1960 amendment to the Ontario Act provides a special procedure for settling this kind of jurisdictional dispute and enforcing the settlement. The Ontario amendment states that the Lieutenant-Governor

in Council may appoint one or more jurisdictional disputes commissions composed of one or more persons. The Labour Relations Board, after receiving a complaint that an employer is assigning particular work to employees in a particular trade union rather than to employees in another union, or that a trade union is requiring an employer to do so, may refer the complaint to a jurisdictional disputes commission.

The commission, after consulting any person or organization that in its opinion may be affected by the complaint, may issue such interim order with respect to the assignment of the work as it, in its discretion, deems proper in the circumstances. The employer and trade union and their officials or agents have to comply with the interim order.

When requested by any person or organization affected by the interim order, the commission is directed to reconsider the complaint provided that the party making the request has complied with the interim order. On such a review, the commission has to give to any person or organization affected by the interim order full opportunity to present evidence and to make submissions. When the commission finds that, in its opinion, the trade union or its agents or officials are without justification requiring the employer to assign work, or that the employer is unjustifiably assigning work, it will direct the action to be taken by the employer or the union or by their respective agents or officials as the case may be with respect to the assignment of work, and the organizations or the persons concerned have to comply with the direction. In conducting its inquiries, the commission has all the power of inquiry granted by the Act to a conciliation board.

Unless appealed to the Labour Relations Board, the direction of the commission is final, but the commission may at any time, if it considers it advisable to do so, reconsider and vary or revoke the direction.

Anyone affected by the commission's interim order or direction may within seven days after release of the decision apply to the Labour Relations Board for review of the order or direction.

If the finding of the Board is that the interim order or the direction prohibits a lawful strike or lockout, or restrains the parties from observing the provisions of a collective agreement relating to the assignment of work, or prohibits a trade union or an employer from collective bargaining in respect of employees in a bargaining unit on whose behalf a trade union is entitled to bargain, it may quash the interim order or the direction; or the Board may, if it deems proper, alter the bargaining unit,

as defined in a certificate or in a collective agreement, to enable the interim order or the direction to be carried into effect in conformity with other provisions of the Act. In the latter case, the certificate or collective agreement is deemed to have been altered in accordance with the Board's determination.

In the case of non-compliance with an interim order within two days or of a direction within 14 days after their release or after the date provided in the interim order or direction, the Labour Relations Board will, at the request of an affected party, file the commission's decision in the office of the Registrar of the Supreme Court and then an interim order or direction becomes enforceable as a judgment or order of that court.

Where trade unions and employers have made arrangements to resolve disputes arising from the assignment of work, a jurisdictional disputes commission may postpone disposition of a complaint until the parties have dealt with the matter under their arrangement for settlement.

Disputes during Term of Agreement

A feature common to almost all the Acts as they stood in 1950 was a requirement that every collective agreement contain a provision for final settlement without stoppage of work of disputes arising out of the agreement. The legislation adopted the principle that private arbitration was the practical and acceptable method of dealing with questions relating to the interpretation, application, administration or alleged violation of the agreement, and specified that where the agreement did not contain such a settlement provision, the Board (or, under the British Columbia Act, the Minister of Labour) was empowered to prescribe one. Strikes and lockouts were prohibited during the term of the agreement.

The federal Act (and the Acts of Manitoba, New Brunswick, Newfoundland and Nova Scotia) made an exception with respect to a dispute "with reference to the revision of a provision of the agreement that by the provisions of the agreement is subject to revision during the term of the agreement." In such disputes strikes and lockouts were not prohibited, but may not take place until the bargaining and conciliation procedures required by the Act in respect to the negotiation of an agreement have been complied with.

The provision in the Quebec Act was somewhat different, providing that strikes and lockouts were prohibited for the duration of a collective agreement, until the complaint had been submitted to arbitration

in the manner provided in the agreement, or failing any such provision, until it had been submitted to a board appointed under the Quebec Trade Disputes Act and 14 days had elapsed since the award was rendered without its having been put into effect.*

The Saskatchewan legislation does not distinguish between disputes during the term of an agreement and other disputes, and in neither case is there any prohibition of strikes and lockouts. Neither does the Prince Edward Island Act deal specifically with such disputes.

Since 1950 in Ontario, the Act has provided that where the parties to a collective agreement have failed to include a settlement clause as required by the Act, the agreement is deemed to contain a clause that is spelled out in the Act, providing for a three-man arbitration board. During the period, Manitoba (in 1957), Alberta (in 1960) and Newfoundland (in 1960) have also amended their Acts to spell out an

arbitration clause rather than empowering the Board to prescribe one.

The Acts in Manitoba, Ontario, Alberta and Newfoundland have also been amended to permit the Minister of Labour to make appointments to an arbitration board where, through the failure of the parties, a board is not established.

Further amendments in Ontario in 1960 gave the arbitrator or chairman of an arbitration board powers of investigation and inquiry, authorized the Minister of Labour to intervene if one of the parties complains of undue delay, and established a new procedure to secure implementation of an award. Where there is failure to comply with any of the terms of an award within 14 days, any "party, employer, trade union or employee" affected by the decision may file in the office of the Registrar of the Supreme Court a copy of the operative part of the decision and the decision becomes enforceable as a judgment or order of the court.

Trade Unions: Definition and Legal Status

In the postwar years when the present system of labour relations legislation was being adopted, it was generally accepted that trade unions were voluntary associations without legal status, unable to sue or be sued for damages in their own name as legal entities. Early federal trade union legislation—the Trade Unions Act originally enacted in 1872—provided for registration of trade unions and applied to unions registered under the Act. It provided for acquisition and holding of property by a registered trade union, and although it did not make unions registered under the Act legal entities for all purposes, it granted to such unions a limited legal personality for certain specific purposes. For instance, a registered trade union could initiate legal proceedings against persons who fraudulently obtained or misapplied union funds, and would be subject to prosecution and penalties for failing to have a registered office or failing to transmit to the Registrar the yearly financial statement required under the Act. However, registration was voluntary and unions did not avail them-

selves of it in significant numbers, so that it has remained upon the statute books without practical application. Also, the question of the constitutional validity of the Act has been raised on the ground that the Act, among other things, deals with property and civil rights.

The definition of trade union contained in the federal and provincial postwar labour relations legislation reflected the common law approach to a trade union as a voluntary association of physical persons having no legal entity of its own. The definitions differ, but the common element is that a trade union is an organization of employees formed for the purpose of regulating relations between employers and employees, and in this respect the definitions have remained basically unchanged during the past decade. The Nova Scotia Act as originally passed, and the Alberta Act as amended in 1957, add the further stipulation that a trade union has to have a written constitution, rules or by-laws setting forth its objects and defining the conditions under which persons may be admitted as members and continue in membership. Two Acts (the British Columbia Act of 1954 and the Newfoundland Act as amended in 1960) specify that the trade union contemplated by the Act is a local or provincial organization, or a local or provincial branch of a national or international organization. In the Ontario Act, on the other hand, the definition was amended in 1957 to state that the term

*An amendment in 1961 replaced this provision by one which states that any strike or lockout is prohibited under any circumstances during the period of a collective agreement. A complaint as to the interpretation or application of an agreement must be submitted to arbitration in the manner provided in the agreement, or, in the absence of such a provision, to a three-man arbitration board appointed in accordance with the Quebec Trade Disputes Act. In either case the arbitration award is binding on the parties.

"trade union" includes a provincial, national or international trade union.

In Quebec, the Labour Relations Act uses instead of "trade union" the term "association" which may be a professional syndicate formed under the Professional Syndicates Act and having legal entity for all legal purposes, or a *bon fide* voluntary association of employees (or employers) having as object the regulation of relations between employers and employees and the study, defence and development of the economic, social and moral interests of its members, with respect for law and authority. Within the above definition of "association", a trade union in Quebec may be a voluntary association as well as a professional syndicate having full legal personality.

The only entities known to the common law are natural persons, corporations, and partnerships. Only a statutory provision could change the unions' status as voluntary associations by giving them legal personality for all purposes or for specified purposes as provided by the legislation, and such legislation could confer upon unions a legal status (whether full or limited) either expressly or by implication. In the latter case, it would be for the courts to interpret the legislation as conferring juridical personality by implication upon trade unions.

The federal and provincial labour relations Acts, as they stood in 1950, in most cases expressly granted unions legal personality for a certain specific purpose, to be prosecuted for a breach of the Act. Most of the decisions of the courts in the first years of the 1950's interpreted these provisions as denying to trade unions legal status for any other purposes, including actions for damages. But the trend of court decisions in British Columbia was different and attempts continued to be made to bring actions against a union in its own name, and it was argued before the courts that the applicable labour relations legislation was sufficient to imply that unions are legal entities and, as such, liable in damages for breaches of the Act or under the common law. The early approach of the British Columbia courts was reaffirmed and, by the end of the decade, it had been held in a number of cases that the legislation had in effect made unions legal entities; and some provinces had amended their legislation, making unions fully fledged entities for any proceeding before the courts, including civil actions for damages. The main developments in British Columbia, under the federal Act, and in each of the other provinces, are briefly described below.

British Columbia

In British Columbia, two Acts had a bearing on the status of trade unions—the Trade-unions Act (originally enacted in 1902) and replaced in 1959; and the Labour Relations Act of 1954 which replaced the Industrial Conciliation and Arbitration Act (enacted in 1947).

The old Trade-unions Act exempted trade unions from liability for communicating certain information and for employing fair arguments without intimidation to induce workmen not to renew contracts; from liability in damages for publishing certain information respecting labour troubles; from liability in damages for any wrongful act in connection with any strike, lockout or trade dispute unless the members or the governing authorities of the union authorized or were a concurring party in the wrongful act.

The British Columbia labour relations Act (Industrial Conciliation and Arbitration Act), which was enacted before the federal Act, did not contain a clause dealing with a prosecution of trade unions for an offence under the Act. However, in various sections, the Act provided for a union's liability to a fine on summary conviction for various offences under the Act. In a series of legal decisions, the British Columbia courts interpreted the provisions of this Act and the Trade-unions Act as making unions legal entities.

In *Hollywood Theatres v. Tenney* (1940), 1 D.L.R. 452, Mr. Justice O'Halloran, of the Court of Appeal, said, for the first time, by way of *obiter dicta*, that the Trade-unions Act recognized unions as legal entities liable in damages for wrongful acts.

In *Patterson and Nanaimo Dry Cleaning and Laundry Workers Union, Local No. 1* (1947 2 W.W.R. J10, the B.C. Court of Appeal, in proceedings under the I.C.A. Act, considered the question whether a trade union, by reason of the provisions of the Trade-unions Act and the I.C.A. Act, had been constituted an entity in law. Two of the judges expressed the view that such a union was, by virtue of these statutes of the province, an entity (*persona juridica*) distinct from its members.

In a later case, *Vancouver Machinery Depot v. United Steelworkers of America* (1948), 2 W.W.R. 325; (1948) 4 D.L.R. 522, the same court held that an international union which has not been actually appointed a bargaining agent under the I.C.A. Act was nonetheless a legal entity against which an action for damages might be maintained.

The majority view in the *Patterson* case and in *Vancouver Machinery Depot* case was followed in 1957 in *Therien v. International Brotherhood of Teamsters*. . . *Local No. 213*, (1957) 6 D.L.R. (2d) 746, in interpreting the 1954 Act. Mr. Justice Clyne, of the B.C. Supreme Court, awarded damages against the union sued as a legal entity for the offences committed under the Act. The union's appeal was dismissed by the British Columbia Court of Appeal. Then the union appealed to the Supreme Court of Canada. The Supreme Court, in a decision rendered on January 26, 1960 (1960, S.C.R. 265) upheld the decision of the British Columbia courts and held that the union was a legal entity that may be held liable in its own name for damages, either for a breach of the Labour Relations Act or under the common law. Mr. Justice Locke, when considering the effect of the Labour Relations Act on the question of the union's legal entity and liability for tort said:

By the Labour Relations Act, S. 2, a trade union as defined includes a local branch of an international organization such as the appellant in the present matter. Extensive rights are given to such trade unions and certain prohibitions declared which affect them. The Act treats a trade union as an entity and as such it is prohibited, *inter alia*, from attempting at the employer's place of employment during working hours to persuade an employee to join or not to join a trade union, from encouraging or engaging in any activity designed to restrict or limit production or services, from using coercion or intimidation of any kind that could reasonably have the effect of compelling any person to become or refrain to become a member of a trade union and from declaring or authorizing a strike until certain defined steps have been taken. By S. 7 if there is a complaint to the Labour Relations Board that a union is doing or has done any act prohibited by Ss. 4, 5 or 6, the Board may order that the default be remedied and, if it continues, the union may be prosecuted for a breach of the Act. By S. 9 all employers are required to honour a written assignment of wages by their employees to a trade union. A union claiming to have as members in good standing a majority of employees in a unit appropriate for collective bargaining is entitled to apply to the Labour Relations Board for certification as the bargaining agent of such employees and, when certified, to require the employer to bargain with it and, if agreement is reached to enter into a written agreement with it which is signed by the union in its own name as such bargaining agent. Throughout the Act such organizations are referred to as trade unions and thus treated as legal entities.

... I agree with the opinions expressed by the learned judges of the Court of Appeal in the cases to which I have above referred. The granting of these rights, powers and immunities to these unincorporated associations or

bodies is quite inconsistent with the idea that it was not intended that they should be constituted legal entities exercising these powers and enjoying these immunities as such. . . It is necessary for the exercise of the powers given that such unions should have officers or other agents to act in their names and on their behalf. The legislature, by giving the right to act as agent for others and to contract on their behalf, has given them two of the essential qualities of a corporation in respect to liability for tort since a corporation can only act by its agents.

The passage from the judgment of Blackburn J. delivering the opinion of the judges which was adopted by the House of Lords in *Mersey Docks v. Gibbs* (1886) L.R. 1 H.L. 93 at 110, 11 E.R. 1500. . . states the rule of construction that is to be applied in the absence of anything to show a contrary intention—and there is nothing here—the legislature must be taken to have intended that the creature of the statute shall have the same duties and that its funds shall be subject to the same liabilities as the general law would impose on a private individual doing the same thing. *Qui sentit commodum sentit debet et onus*.

In my opinion, the appellant is a legal entity which may be made liable in name for damages either for breach of a provision of the Labour Relations Act or under the common law.

All the other members of the Supreme Court of Canada agreed with Mr. Justice Locke on this point.

Before the judgment of the Supreme Court of Canada was rendered in the *Therien* case, the British Columbia Legislature in 1959 replaced the Trade-unions Act by a new Act of the same name. Any doubt as to a trade union's capacity to be sued or prosecuted as an entity, or to sue or prosecute, was removed. A trade union (defined in this Act as "an international, national, provincial, or local organization or association of employees that has for its objects, or one of its objects, the regulation of relations between employers and employees") and an employers' organization were declared to be legal entities "for the purposes of prosecuting and being prosecuted for offences against the Labour Relations Act and for the purposes of suing and being sued under this Act". Also, an employers' organization and a trade union were declared to be liable in damages when

- (a) doing, authorizing, or concurring in anything prohibited by the Labour Relations Act; or
- (b) failing to do anything required by the Labour Relations Act; or
- (c) doing, authorizing, or concurring in anything that is contrary to Section 3 of the Trade-unions Act. (Section 3 prohibits all persuasion, including picketing in case of an illegal strike,

as well as all persuasion, including picketing of a secondary employer whether the strike is legal or not).*

Federal Industrial Relations and Disputes Investigation Act

The federal Industrial Relations and Disputes Investigation Act contains a provision dealing with the prosecution of trade unions which reads as follows:

S. 45(1) A prosecution for an offence under this Act may be brought against an employers' organization or a trade union and in the name of the organization or union and for the purpose of such a prosecution a trade union or an employers' organization shall be deemed to be a person, and any act or thing done or omitted by an officer or agent of an employers' organization or trade within the scope of his authority to act on behalf of the organization or union shall be deemed to be an act or thing done or omitted by the employers' organization or trade union.

The Manitoba, New Brunswick, Newfoundland, Nova Scotia and Ontario Acts contained a similar provision. In the early cases under these Acts it was usually held that the legislature had made unions persons for specified purposes only, and any broader interpretation was rejected, but gradually the thinking that had developed in cases under British Columbia legislation began to be applied.

In *Re Canadian Seamen's Union v. Canada Labour Relations Board and Branch Lines Ltd.* (1951), 2 D.L.R., Part 5, p. 356, before the Ontario High Court, Section 45(1) of the I.R.D.I. Act was held to grant a union a legal personality only for the limited purpose of being prosecuted for an offence under the Act. Also, it was held that with the exception of Section 45 "at no place in the Act does it say that a trade union shall be a person or body corporate for the purposes of the Act or for any other purposes". Consequently, the union, in its own name, could neither apply for *certiorari* to quash a decertification order, nor prosecute for breach of the Act, nor sue or be sued in civil actions.

In the years that followed the decision in the Canadian Seamen's Union Section 45(1) of the federal I.R.D.I. Act has remained unchanged. However, in January, 1961, Chief Justice McRuer of the Ontario High Court rendered the decision in the *Matter of an Arbitration between Polymer Corporation Ltd. and Oil, Chemical and Atomic Workers International Union, Local 16-14*, (Can. Law Reports, February 20,

1961, para. 15,341), in which the legal status of a union operating within the provisions of the I.R.D.I. Act was re-examined and the court ruled that the union as such had the capacity to incur liability for damages. The decision of the Court was preceded by the award of an arbitration tribunal constituted to deal with a dispute between *Polymer Corporation Ltd.* and Local 16-14 of the Oil, Chemical and Atomic Workers International Union. The award granted damages against the union as such for breach of the collective agreement. The union challenged the decision in *certiorari* proceedings and the court upheld the powers of the arbitrators to assess and award damages. Dealing with the problem of the capacity of a union to be liable for damages, Chief Justice McRuer was of the opinion that the principles of law applied by the Supreme Court of Canada in the *Therien* case should be applied in the case under review. In the *Therien* case, the main question was whether a trade union certified as a bargaining agent under the British Columbia Labour Relations Act was a suable entity and liable in damages for tort. The Chief Justice quoted statements made by Mr. Justice Locke from the passage quoted above, which he thought were relevant.

He was of the opinion that when Parliament provided for certification of a trade union with power to compel an employer to bargain with it, and clothed it with power to enter into a collective agreement with the employer, it invested the trade union with those corporate characteristics essential to a capacity to contract within the scope of the purposes of the Act. That being so, it necessarily follows from the *Therien* case that since the trade union has the legal capacity to enter into a collective agreement, it has imposed on it the responsibility that flows from a breach of the agreement.

The Chief Justice was aware of the fact that the trade union involved in the *Therien* case was certified under the British Columbia Labour Relations Act and the court also considered the effect of the B.C. Trade-unions Act. He considered and compared the relevant sections of the British Columbia legislation with the federal Act and, quite apart from anything that was said in the *Therien* judgment about the Trade-unions Act of British Columbia, he thought nevertheless that the *Therien* decision was compelling authority for the conclusion that he had reached. Later, the judgment of Chief Justice McRuer was upheld in the Court of Appeal.

*However, the Supreme Court of British Columbia in *Koss v. Kohn* (1961) 28 D.L.R. (2d) Part 4, p. 319, held that the section does not affect information picketing.

Manitoba

In Manitoba, the status of trade unions under the Manitoba Act and Section 46 (similar in wording to Section 45 of the federal Act quoted above) was considered in several cases. In *Re the Manitoba Labour Relations Act*; in *Re Int. Union of Operating Engineers, Local Union No. 827, and Manitoba Labour Board*, (1952) 5 W.W.R. (N.S.), p. 264, the Court of Queen's Bench held that a trade union under the Manitoba Act could bring, in its own name, an application for a writ of *mandamus* requiring the Manitoba Labour Board to certify the union as a bargaining agent and for such purposes the union was a *quasi persona juridica* and a representative action was not necessary. The Court distinguished between actions in contract and tort and applications under the Act.

In *Re Peerless Laundry and Cleaners Ltd. v. Laundry and Dry Cleaning Workers Union* (1952), 6 W.W.R. (N.S., Part 10, p. 443), injunction proceedings under the Manitoba Labour Relations Act were brought against the union in its own name. The union contended that not being a legal entity it was not amenable to the injunction proceedings brought in the union's name. The Court of Queen's Bench overruled this objection and held "that the Manitoba Labour Relations Act recognizes trade unions as statutory entities possessing a legal existence apart from their members, and that they are suable entities for the purpose of implementing that Act and for causes of action that may be founded directly upon its provisions or a breach thereof"; consequently, the trade union in question was properly a party to the proceedings.

In *Re Walteson and Laundry and Dry Cleaning Workers' Union and New Method Launderers Limited* (1954), 11 W.W.R., (N.S.), Part 13, p. 645; (1955), 14 W.W.R., Part 12, p. 451, it was held that under Section 46 of the Manitoba Labour Relations Act, a trade union could be prosecuted in its own name, but could not prosecute. The Court of Appeal stressed that Section 46 of the Act is the only provision of the Act giving a trade union a status of legal entity, but for a very limited purpose, namely, to be prosecuted under the Act. The specific provision of this section as to when a trade union could be a party in legal proceedings negated the union's claim that the intention of the Act was to make trade unions legal entities for all purposes within the purview of the Act. The Court of Appeal's conclusion was that a trade union is not a legal entity and may not sue or be

sued in civil proceedings and may not prosecute or be prosecuted in criminal proceedings.

In 1959, Section 46 of the Act was amended and the unions were granted a legal status to prosecute in their own name for breaches of the Act. The relevant part of Section 46 as amended (amendment in *italics*) reads now as follows:

S. 46(1) A prosecution for an offence under this Act may be *brought by or on the information of or against an employers' organization or a trade union in the name of the organization or union*; and for the purposes of such a prosecution a trade union or an employers' organization shall be deemed to be a person; . .

In May, 1960, the status of trade unions under the Manitoba Labour Relations Act was raised again before the Court of Queen's Bench in the case of *James Warner and the Manitoba Labour Board et al*, Can. Law Reports, August 30, 1960, para. 15,309. There was no reference made to the Supreme Court decision in the *Therien* case. But, relying on the Supreme Court of Canada decision in *Orchard v. Tunney* (L.G. October, 1957, p. 1214), the court held that the union before the court was a voluntary, unincorporated association and had not been given a "status" by the Labour Relations Act.

However, a year later, in May, 1961, in *Dusessoy's Supermarkets St. James Ltd. v. Retail Clerks' Union, Local No. 832*, (Can. Law Reports, June 7, 1961, para. 15,359) before Mr. Justice Monnin of the Court of Queen's Bench, the legal status of trade unions in Manitoba was dealt with again. Mr. Justice Monnin, relying on the Supreme Court decision in the *Therien* case, held the union to be, under the Manitoba Labour Relations Act, a legal entity liable in damages. This was a case of action for damages against the union as such which was involved in "secondary boycott" activities, and for a permanent injunction that would stop these activities. The union pleaded not to be an entity in law against which the action could be brought. Mr. Justice Monnin, after reviewing the Supreme Court of Canada decision in the *Therien* case and the B.C. labour legislation, posed the question:

Is our law so unsatisfactory and so unwieldy that a body may be a legal entity for one purpose and not for another? By sections 46 of the Manitoba Labour Relations Act, for the purpose of a prosecution, it is declared that a trade union is a person. Is it restricted to that?

His conclusion was that Manitoba legislation, by granting various rights, powers and responsibilities to these unincorporated associations, intended to, and did, attribute

legal personality to trade unions, both for breach of a provision of the Labour Relations Act or under the common law. The Court granted damages against the union as such and other defendants and a permanent injunction against picketing.

Ontario

In Ontario, where the Labour Relations Act passed in 1950 contained a provision similar to Section 45 of the federal Act stating that a prosecution for an offence under the Act could be instituted against a trade union in its own name, there is also the Rights of Labour Act, passed in 1944, which contains the following sections:

S. 3(2) A trade union shall not be made a party to any action in any court unless such trade union may be so made a party irrespective of any of the provisions of this Act or of The Labour Relations Board Act, 1944.

(3) A collective bargaining agreement shall not be the subject of any action in any court unless such collective bargaining agreement may be the subject of such action irrespective of any of the provisions of this Act or of The Labour Relations Board Act, 1944.

The intention of these provisions appears to have been to preserve the common law status of trade unions as voluntary associations, and to emphasize that in spite of the legislation dealing with agreements, a collective agreement is not thereby made a contract enforceable in court.

The matter of the status of trade unions was raised in 1949 in *Re International Nickel Company of Canada, Limited; Sheddin v. Kopinak* (1949) O.R. p. 705, in the Ontario High Court. Mr. Justice Gale, relying on the British Columbia decisions in the *Patterson* and *Nanaimo Dry Cleaning* and *Vancouver Machinery* cases stated above, was of the opinion that under Ontario labour legislation, a local union chartered by an international union acquired a statutory identity which is distinct from that of their constituent members, and this statutory personality is not affected by the fact that under the Rights of Labour Act unions are denied the capacity to sue and be sued.

When, in 1960, a major revision of the Ontario Labour Relations Act was effected, the section dealing with the prosecution of a trade union for an offence under the Act was not changed. However, a section was added, which provided that proceedings to enforce a determination of the Labour Relations Board in the cases of discrimination or coercion against employees, a decision of an arbitrator or arbitration board, or a

decision of a jurisdictional disputes commission may be instituted in the Supreme Court by or against a trade union, a council of trade unions or an unincorporated employers' organization in the name of the trade union, council of trade unions or unincorporated employers' organization, as the case may be.

New Brunswick

In New Brunswick, the provision similar to Section 45 of the federal Act dealing with the prosecution under the Act was judicially tested in 1958 in *Regina v. New Brunswick Labour Relations Board ex parte Steevens Motors Ltd. and A.G. for New Brunswick*, Can. Labour Law Reports, Dec. 18, 1958, para. 11,595. The Court, relying on the Manitoba decision in the *Walterson* case, held that while Section 43 (1) of the New Brunswick Labour Relations Act rendered both trade unions and employers' organizations liable to prosecution in their respective names, it did not confer on them legal personality to prosecute for offences committed by the employer under the Act.*

Nova Scotia

In Nova Scotia, Section 45 (1) of the Trade Union Act dealing with prosecution of a union as such has remained unchanged.

Newfoundland

In Newfoundland, the section similar to Section 45 of the federal Act regarding the prosecution of a union in its own name has remained unchanged. However, the Trade Union Act passed in 1960 requires the registration of trade unions within the province, and its provisions, combined with amendments made to the Labour Relations Act in 1959 and 1960 appear to make trade unions legal entities for all purposes. The Trade Union Act provides that a trade union before its registration "may be sued in its own name or in the name of any of its members" and so far as registered unions are concerned, it is clear that they may hold real and personal property, that such property shall vest in the trustees, and that all actions, suits, prosecutions and complaints taken by or against a union in respect to such property, shall be taken in the name of the trustees, and that they may sue and be sued, plead and be impleaded. Then the Act states that "all other actions by and against a union registered under this Act shall be taken in the name of the union."

*In 1961, an amendment was passed to Section 43 (1) which is similar to that passed in Manitoba in 1959, granting the unions legal entity to prosecute for breach of the Act.

A 1959 amendment to the Labour Relations Act (Section 52A) provided that an action could be taken against a trade union in its own name or against a union officer or agent for any tortious act alleged to have been committed on behalf of the union, and that for the purposes of the action a trade union was deemed to be a person, and was responsible for any act of an officer, member, agent or representative. This section was repealed in 1960, and another provision (Section 25A) inserted, which reads as follows:

S. 25A. Where an employee is on a strike which is not contrary to this Act no action lies against that employee or against a bargaining agent acting on behalf of that employee in respect of damages in contract for which the employer has become liable to another person as a result of the strike but nothing contained in this section shall be deemed to exempt an employee or bargaining agent from any liability for a tortious act.

This implies that in case of an illegal strike, an employee or a bargaining agent are liable for damages incurred by the employer towards a third person as the result of the strike; and that whether there is a strike or not or whether or not the strike is legal, an employee and a bargaining agent are liable for a tortious act.

Prince Edward Island

The Trade Unions Act of 1945 did not contain any provision relating to the status of trade unions. In 1953, Section 18 was added, which read:

S. 18. A trade union may sue and be sued by its name as filed with the Provincial Secretary under Section 7, and, if not so filed, then by the name by which it is commonly known.

Alberta

The Alberta Labour Act does not contain a clause similar to Section 45(1) of the federal Act dealing with the prosecution of trade unions for the offences under the Act. However, as in British Columbia, the Act contains provisions referring to prosecution of trade unions for some specific offences under the Act, such as Section 73(7) dealing with collective agreements, or Section 97(1) dealing with penalties for authorizing, calling or consenting to an illegal strike. A general provision dealing with penalties for contravention of the Act as contained in Section 126 refers to "any person" contravening the Act and does not say whether the term "person" might include a trade union.

The issue of legal status of trade unions under the Alberta Act was raised in *Medalta Potteries Limited v. Longridge et al*

(1947), 2 W.W.R., where a certification of a union as a bargaining agent was challenged. Mr. Justice MacDonald, referring to the British Columbia case of *Patterson and Nanaimo Dry Cleaning and Laundry Workers Union, Local No. 1*, was of the opinion that for the purposes of the Alberta Labour Act and proceedings thereunder, the unions involved in the dispute were legal entities separate and distinct from their members.

Saskatchewan

The Saskatchewan Trade Unions Act, enacted in 1944, contains the following sections:

S. 23. A trade union shall not be made a party to any action in any court unless such trade union may be made a party irrespective of any of the provisions of this Act.

S. 24. A collective bargaining agreement shall not be the subject of any action in any court unless such collective bargaining agreement might be the subject of such action irrespective of any of the provisions of this Act.

In somewhat more definite terms these provisions seem to express the same intention as the sections of the Ontario Rights of Labour Act quoted above.

The Act does not contain any general provision allowing the prosecution of a trade union in its own name for the offences committed under the Act. On the other hand, Section 11(2) provides that a trade union (as well as the Board or any interested person) may apply in its own name to the court for the enforcement of any order of the Labour Relations Board.

Section 12 provides for the prosecution of individuals and corporations for unfair labour practices and for non-compliance with orders of the Board, but does not mention trade unions being subject to such prosecution.

It would appear that within the provisions of the Saskatchewan Trade Unions Act a trade union could neither be sued nor prosecuted in its own name but could bring in its own name proceedings before the courts for the enforcement of an order of the Labour Relations Board.

In the *Mackay and Mackay v. International Association of Machinists Lodge No. 1953* (1946), 3 D.L.R. 38, the Saskatchewan Court of Appeal, in *certiorari* proceedings to quash an order of the Board, held that Section 23 of the Act did not apply to the situation under consideration; the union as such could be named as a party in *certiorari* proceedings challenging the validity of an order of the Board made on the union's application and a representative action was not necessary.

Quebec

In Quebec, trade unions incorporated under the Professional Syndicates Act have full legal status for the purposes of any legal proceedings. The same full legal capacity may be acquired under the same Act by a union or federation of syndicates, as well as by a confederation of unions or federations of syndicates when incorporated under the provisions of the Act.

The legal position of unincorporated trade unions (as well as any other voluntary association) was regulated by "the Act to facilitate the exercise of certain rights" of 1938 which later was incorporated in the Special Procedure Act (R.S.Q. 1941, c. 3421). The provisions of the 1938 and 1941 Acts made it possible to bring legal proceedings against voluntary associations (including unincorporated trade unions) in their own names. Also, these provisions made such an association financially liable with all its resources. This remedy was similar to the representative action used against collective membership of a voluntary association in the common law provinces. However, where the remedy of representative action could be used in legal proceedings *by or against* a voluntary association, the remedy provided in Quebec was limited to the proceedings *against* a voluntary association only. In 1960, the Code of Civil Procedure was amended by incorporating in it these provisions of the Special Procedure Act and by adding a section providing that a voluntary association of employees within the meaning of the Labour Relations Act may plead in courts in its own name for the purposes of any recourse provided by the laws of the province, by depositing in the court with the writ of summons or other proceedings introductory of suit, a certificate issued by the provincial Labour Relations Board that such a group constitutes a *bona fide* association within the meaning of the Labour Relations Act.

In 1958, in *Re Perreault v. Poirier and Dresscutters' Union, Local 205*, 262 one of the issues before the courts in Quebec was whether an unincorporated trade union has a legal capacity to sue in its own name. The Superior Court held that voluntary associations had no legal capacity to sue in their own name. The Court of Queen's Bench upheld this view. In 1959, the Supreme Court of Canada upheld the decision of the Quebec courts (1960) 23 D.L.R. (2d), Part 1, p. 61.

The 1960 amendment to the Code of Civil Procedure remedied the situation by allowing an unincorporated trade union to sue in its own name.

Conclusions

It is evident from the above review that the legal status of trade unions has undergone a decided change in the period. At the beginning of the decade, unions were generally held to be voluntary associations, endowed with legal personality only for the limited purpose of enforcement of the obligations placed upon them by the labour relations legislation; a union could neither prosecute in its own name, nor be held liable in damages. A union could prosecute or sue or be sued only by way of representative action.

The line of decisions in the courts of several provinces culminating in the Supreme Court of Canada decision in the *Therien* case has changed this situation. Recently courts have held unions to be legal entities for purposes other than being prosecuted under labour relations Acts and have held them liable in name for damages, either for a breach of the provisions of a labour relations Act or under the common law.

This trend of legal reasoning has been followed in some provinces by statutes declaring unions to be legal entities.

Enforcement

General Enforcement Provisions

There have been no major changes during the period in general enforcement provisions. The federal Act contains a general enforcement provision stating that every person, trade union or employers' organization who does anything prohibited by the Act or who refuses or neglects to do anything required by the Act is guilty of an offence, and except where some other penalty is provided, is liable on summary conviction to a fine. Also, every person,

trade union and employers' organization who refuses or neglects to comply with a lawful order of the Canada Labour Relations Board is guilty of an offence and liable on summary conviction to a fine for each day during which such refusal or failure continues. Substantially the same kind of general enforcement provision is contained in each of the provincial Acts, except the Saskatchewan Act, which has a somewhat different approach to enforcement.

The Saskatchewan Act states that the Board has power to make an order requiring any person to refrain from violations of the Act. The reference of a complaint to the Board, and a Board ruling on it, seems to be the normal step preceding any court action connected with violation of the Act. A certified copy of any order or decision of the Board is to be filed within 14 days in the office of a registrar of the Court of Queen's Bench and is enforceable as a judgment or order of that Court. In any application to the Court arising out of the failure of any person to comply with the order filed with the registrar, the Court may refer to the Board any question as to the compliance or non-compliance of such person with the order of the Board. An application to enforce the order may be made to the Court by and in the name of the Board, any trade union affected or any interested person. The Court is bound by the findings of the Board, and is directed to make such orders as may be necessary to cause every party to comply with the order to the Board. There is the further provision that a person who has violated the Act or who fails to comply with an order of the Board is, in addition to any other penalty he has incurred under the provisions of the Act, guilty of an offence and liable on summary conviction to a fine.

In addition to any other penalties imposed under the Saskatchewan Act, the Lieutenant-Governor in Council, upon an application of the Board, may appoint a controller to take possession of and operate any business, plant or premises of an employer who wilfully disregards or disobeys any order filed by the Board until such time as the Lieutenant-Governor in Council is satisfied that the order will be obeyed.

None of the Acts place a duty upon any public authority to initiate prosecutions to secure compliance. The federal Act and the Acts of all the provinces (with the exception of Prince Edward Island) require a consent either from the Minister of Labour or from the Board before a prosecution for an offence may be initiated. Under the federal Act and the Acts of Alberta, Newfoundland and Nova Scotia, it is the Minister who gives the consent; the consent of the Board is required in British Columbia, Manitoba, New Brunswick, Ontario, Quebec (the Board or the Attorney-General), and Saskatchewan.

Special Enforcement Provisions

Special enforcement provisions are contained in all of the Acts relating to some particular obligation or offence, and in respect to these provisions there have been a

number of changes since 1950, some of which are outlined below.

Recourse to Administrative Measures Preceding or as Alternative to Prosecution

The federal Act as well as the Acts of Manitoba, Newfoundland and Nova Scotia provide that a person claiming to be aggrieved because of an alleged violation of any provision of the Act may make a complaint in writing to the Minister. The Minister may require an Industrial Inquiry Commission or a conciliation officer to investigate and report. Copies of such a report are sent by the Minister to each of the parties affected and if the Minister considers it desirable, he may publish the report. If the Minister receives a request for consent to prosecute, he is to take into account the report he has received.

The Manitoba provision is slightly different, in that the Minister may refer the complaint either to the Board or to an Industrial Inquiry Commission or a conciliation officer for investigation. Also, that Act does not specifically provide that the Minister is to take the report into account when considering a request for consent to prosecute.

In British Columbia and Saskatchewan, throughout the period under review, the Board has been authorized to deal with unfair labour practice complaints and to issue remedial orders. Under the Saskatchewan Act the Board's order was enforceable as an order of the Court; under the British Columbia Act a person who failed to comply with an order of the Board was guilty of an offence and could be prosecuted and fined.*

In Quebec, in 1959, the Act was amended to give the Board jurisdiction to deal with a complaint from an employee that he has been dismissed, suspended or transferred because of the exercise of a right granted to him by the Act or because of trade union activities. The Board, if it finds the complaint justified, may order reinstatement and damages for loss of wages. The employer to whom the order is directed is bound to comply with it, and if he fails to do so, the Board may institute an action on behalf of the employee.

In 1960, the Ontario Act was amended to provide that when a person has been refused employment, discharged, discriminated against, threatened, coerced, intimidated or otherwise dealt with contrary to

*A 1961 amendment in British Columbia provided for filing the order of the Board in the office of the Registrar of the Supreme Court of the Province and makes the order enforceable as an order of that Court.

the Act, the Board may authorize a field officer to inquire into the complaint, and if the field officer is unable to effect a settlement, the Board may inquire into the complaint. If it finds the complaint justified, the Board may determine the action to be taken by the employer or union. If there is failure to comply after 14 days, the person affected may so notify the Board and a copy of the determination will be filed in the office of the Registrar of the Supreme Court of Ontario and will be enforceable as an order of the Court. The provision previously in effect under which complaints of discrimination for union activity could be made to the Minister of Labour was at the same time repealed.

A 1960 amendment to the Alberta Labour Act provides for reference of a dispute to the Labour Relations Board. Where there is a difference between the parties concerning the application or operation of the provisions of the Act dealing with labour relations, either of the parties may refer the difference to the Board. The Board may investigate the difference and endeavour to settle it. If the Board fails to bring about an agreement, it may make recommendations as to settlement of the dispute. Also, if the disagreement continues, the Board has power, subject to the provision dealing with the consent by the Minister to prosecute, to institute whatever action the Board considers to be desirable to ensure compliance with the provisions of the Act.

Illegal Strikes and Lockouts

Special procedures introduced in Alberta and British Columbia to deal with illegal strikes and lockouts were in effect during the decade but have now been dropped from the legislation. A 1948 amendment in Alberta authorized the Minister of Labour to refer any strike or lockout to a judge of the Supreme Court of the Province for an adjudication as to its legality or illegality. The Judge making the adjudication was to certify the same to the Minister. If the judge found a strike to be illegal, the collective agreement and the check-off provision became void. Once the illegal strike was terminated, the Minister by order could reinstate the collective agreement. Penalties could also be imposed on summary conviction following the judge's certification to the Minister that the strike was illegal. When the judge certified to the Minister that a lockout was illegal, the employer was guilty of an offence and liable on summary conviction to a fine. In 1954, the provision making the collective agreement and check-off void as a result of an adjudication that a strike was illegal was repealed,

and in 1960 the provision permitting reference of such questions to a judge was entirely removed. A provision remains in the Act to the effect that when a trade union has been fined for authorizing an illegal strike, if the fine is not paid in ten days, the magistrate may order the employer to turn over dues deducted under a check-off provision until the fine is paid.

A provision enacted in British Columbia in 1954 also authorized the Minister of Labour to ask a judge of the Supreme Court of the Province for an adjudication as to whether a strike or lockout was legal or illegal. If the judge ruled that a strike was illegal, he could nullify a collective agreement, cancel a union's check-off rights, cancel its certification, or impose all three penalties. These provisions were deleted in 1961.

A provision inserted in the Ontario legislation in 1950 states that where there is a strike that the employer alleges is unlawful, the employer may apply to the Board for a declaration that the strike was or is unlawful. A corresponding procedure is available to employees or a trade union in connection with a lockout which they allege is unlawful.

Recourse to Injunctions in Labour Disputes

Although labour relations legislation in Canada does not look to injunctions as a means of restraining prohibited activities, injunctions have been frequently obtained in the past ten years to restrain certain activity in labour disputes. An injunction is an order made by a court restraining certain named persons from doing certain particular acts. The remedy of injunction originated in the common law of England as it was applied at the time of confederation, and later was amplified or amended by the provincial Judicature Acts or the Rules of the Courts.

In labour disputes the court may grant an injunction when convinced that damage will be done to the plaintiff or his property if an injunction is not granted, and the damage is such as would not be easily compensated by a monetary award. An injunction differs from the legal remedy of damages in that it orders not a money payment but the positive redress of proscribed behaviour.

There are various kinds of injunctions. A restrictive injunction orders a party to proceedings to refrain from doing specific acts, a mandatory injunction orders a party to proceedings to do specific acts. An injunction is called interim or interlocutory or temporary when it is granted temporarily before the right has been ascertained by the

court. Sometimes a distinction is made between "interim" and "interlocutory" injunction, an "interim" injunction being for a definite period with a fixed beginning and ending, and an "interlocutory" injunction being one granted for an indefinite period until the final disposition of the dispute by the court. An injunction is termed permanent or perpetual or final when granted by the court after the right has been ascertained. An *ex parte* interim injunction is one granted for a short period before the trial and without notice to the opposing party.

In labour disputes connected with strikes and picketing the conduct most often enjoined is that of intimidation, nuisance and trespass. Also a labour injunction may be applied against conspiracy to injure or to commit some unlawful act, and against inducing a breach of contract or interfering with contractual relations.

In 1950, three provinces had legislation relating specifically to injunctions in labour disputes. The British Columbia Trade-unions Act, which dated back to 1902, protected unions from being enjoined or being liable for damages for injuries that might arise out of peaceful picketing or the giving out of information about a labour dispute. In Saskatchewan and in Ontario, the legislation setting out the general rules which the courts follow in issuing injunctions had been amended in 1949 in Saskatchewan and in 1950 in Ontario, to limit the duration of an injunction in a labour dispute to four days if it was issued on the application of one party without a hearing of the other side (an *ex parte* injunction). During the period, New Brunswick, British Columbia, Saskatchewan, Alberta and Ontario passed legislation dealing with injunctions.

A provision was added to the Judicature Act of New Brunswick in 1956, limiting *ex parte* injunctions in labour disputes to five days.

When the British Columbia Trade-unions Act was passed in 1959, it repealed the 1902 Act, and with respect to injunctions, provided that an *ex parte* injunction in respect of any act relating to a strike or lockout that is not illegal under the Labour Relations Act may only be granted to safeguard public order or to prevent substantial or irreparable damage to property. Further, when an *ex parte* injunction is granted under these conditions, it may not be for a period longer than four days.

In the same year, in Saskatchewan, an amendment to the Queen's Bench Act prohibited the making of *ex parte* injunctions in connection with a labour dispute, and set out the requirements with respect to notice to the party against whom the injunction is sought. A notice of motion, along with a copy of the affidavit intended to be used in support of the application, may be served upon any officer of the trade union, or, if no such person resides in Saskatchewan, upon a representative of the union employed by the applicant. If notice cannot be served upon any of these persons, the judge may prescribe other measures to be taken.

In 1960, in Alberta, the Judicature Act was amended to provide that where a strike or lockout exists in a labour dispute to which the Alberta Labour Act applies, an *ex parte* injunction may not be issued to restrain any act in connection with the strike or lockout. A notice of motion is to be served in sufficient time before the hearing to enable the persons served to attend and in no case less than three hours before the hearings. Where members of a trade union are the defendants, the notice may be served upon any officer or member of the trade union or upon any person engaged in the activity to be restrained. Along with the notice of motion there must be served a copy of the affidavits filed in support of the application. Such an affidavit is to be confined to such facts as the deponent is able of his own knowledge to prove.

In 1960 also, the Ontario Act, which had previously limited *ex parte* injunctions in labour disputes to four days, was amended to provide that any interim injunction is to be granted for four days only and normally following two days' notice to the persons affected. Only where the court is satisfied that a breach of peace, injury to a person or damage to property has occurred or is likely to occur may the notice be dispensed with and the injunction be granted *ex parte*. The two days' notice of the application for an injunction, where the employees to be affected are union members, is deemed to have been given if served upon an officer or agent of the trade union concerned; where the employees to be affected are not union members, such notice should be posted up in a conspicuous place on the employer's business premises; if some of the employees are and some are not union members, the notice should be served upon an officer or agent of the union as well as being posted in a conspicuous place on the employer's business premises.

Employed Women in Britain

Women make up one third of the total labour force in Britain. More than half are 35 years of age and over and 52 per cent are married. Only one out of five women in the labour force is a member of a trade union affiliated with the TUC

Since early in the nineteenth century it has been the custom in Britain for a high proportion of women to engage in paid employment. Work in the textile mills and in the potteries is traditional for married women. Today there are 8,197,000 women and girls working in almost all branches of industry, business, commerce and the professions. They make up one third of the total labour force of the country.

There are several manufacturing industries in which women either form the majority or a large minority of workers. These include tobacco products, food and drink, preserving, confectionery and biscuits, pharmaceutical and toilet goods, toys, boots and shoes, paper goods and leather goods. Similary in industries where light assembly work is required, as in the making of radio tubes and electric bulbs, there is a high proportion of women. In the engineering industry more than two thirds of workers engaged as assemblers, press workers and stampers are women.

Although the numbers of workers employed in the textile industry have declined since the Second World War, 65 per cent of those still remaining in that industry are women.

Ninety-eight per cent of all persons in domestic service are women, although this is a shrinking field of employment.

In services such as laundries, catering and office cleaning about two thirds of those employed are women. Workers in retail stores are mainly women.

Women make up 52 per cent of clerical and administrative workers and are by far the majority among stenographers, typists and office machine operators. However, only 10 per cent of those holding higher administrative posts in business are women.

Among professional and technical workers, women comprise 43 per cent. The percentage is high chiefly because the great majority of nurses and a smaller majority of teachers are women. In other professions women are in a decided minority.

Their ages and marital status: The number of mature women with jobs is growing. In 1960, 53 per cent of all women with jobs were 35 years of age and over.

Married women make up 52 per cent of the female labour force, an increase of 11

per cent in 10 years. This is partly because the number of married women in the total population increased but it is also the result of the retention of married women or their attraction to the labour market by the very high demand for labour. The number of married women in the labour force as a proportion of all married women has also grown. Even so, only about 3 out of 10 married women in Britain have paid jobs.

Part-time work: With the increase of married women in the labour force, part-time work for women has been expanding. In manufacturing, where about one third of all women part-time workers are employed, one in eight of the female employees works less than 30 hours a week. At least half of all part-time workers are married women below the age of 45.

The main types of short shifts worked by women are (1) a morning or afternoon shift of four or five hours; (2) a short-day shift from about 10 a.m. to 4 or 5 p.m., usually with an hour's break for lunch; and (3) an evening shift from about 5:30 p.m. to 9:30 p.m., the latter two systems being the most popular.

Equal pay for equal work: Unlike Canada and other countries where equal pay for equal work has been the subject of legislation, in Britain the implementation of the principle has been left to the collective bargaining process. Women receive the same pay as men for the same work in teaching, the non-industrial civil service, medicine, dentistry, physiotherapy, journalism, broadcasting and in professional and technical work in local governments. Proposals for progressive increases in the salary scales of women in the staffs of the National Health Service and of the electricity and gas authorities and of the British Transport Commission have been agreed to. The Trades Union Congress has long supported the principle of equal pay for equal work. Although the principle is written into some wage agreements it is not yet generally adopted in private industry.

Women in trade unions: There are some 1,500,000 women trade union members in unions affiliated with Trades Union Congress, but four women workers in five are still outside the labour movement.

50 Years Ago This Month

The Royal Commission inquiring into industrial training and technical education spends five months abroad. The price of milk increased to 7 cents a quart in Stratford. Labourers paid 22 cents an hour in Ottawa

The Royal Commission appointed in June 1910 (L.G., June 1960, p.595) to inquire into industrial training and technical education spent the months of May, June, July, August and part of September 1911 in investigating the methods of training that were in force in the United Kingdom and in the principal countries of Europe.

After completing this inquiry, the Commission, which was under the chairmanship of James W. Robertson, CMG., LL.D., Montreal, and consisted of six members besides the chairman, was to reassemble in Canada to complete its inquiry into conditions in Canada and the United States. The LABOUR GAZETTE of September 1911 reported. The report of the commission was to be submitted to the Minister of Labour, and was expected to be presented at the next session of Parliament.

After holding meetings in England and Scotland during May, the commission, from May 22 to June 20, continued its inquiries in Berlin, Munich, Zurich, Lyons, and Paris. "Individual members of the commission also visited other places between these, including Dresden, Liepsic, Geneva, and Basle," the GAZETTE said.

"After June 20, at Paris, the members separated to carry on inquiries and investigations in the particular departments which had been assigned to each." They thus continued to carry on their investigations individually in England, Scotland, Ireland, France, Germany, Belgium, Switzerland and Denmark.

Several of the LABOUR GAZETTE's local correspondents in the Maritimes reported the departure of groups of young men and young women on harvest excursions to the Prairies. From Charlottetown it was reported that 700 young people had left during August, and the Moncton correspondent said that 200 men had left on the first excursion on August 5 and about 70 more on August 25. Two excursions took away 125 from the Fredericton district.

Even in September 1911 farmers in some parts of Canada were having difficulty in obtaining labour. The GAZETTE's correspondent from Amherst, N.S., re-

ported, "Farmers in this vicinity formerly paid helpers from \$15 to \$20 a month with their board. They are now offering a dollar a day and board, but even with the advance in wages, it is almost impossible for the farmers in this locality to secure help."

From Stratford, Ont., came the following: "The City Dairymen's Association announced a raise of 1 cent per quart in the price of milk, which will sell for 7 cents commencing September 1. Scarcity of milk and the high price of feed are given as the reason for the increase."

The Ottawa correspondent said: "The Ottawa Improvement Commission advanced the wages of the labourers employed in construction work to 22 cents per hour, the civic corporation scale. The men were formerly paid on a scale of \$1.75 to \$1.85 per 9-hour day. About 150 hands are affected."

"It is.....expected that a train service on the Grand Trunk Pacific Railway Company from Edmonton to Montreal, via the Temiskaming and Northern Ontario Railway from Cochrane to North Bay, and via the Grand Trunk Railway Company from North Bay to Montreal, will shortly be established," the GAZETTE said. It also reported that grading on the new GTP line from Biggar, Sask., south to Calgary had been completed, that steel was being laid and that trains were expected to be running between those two points before the end of the year.

A strike of coal miners in Alberta and eastern British Columbia, which began on April 1, 1911, continued throughout August. About 16 companies and 7,000 men were involved in a dispute over the terms of a new contract.

The GAZETTE reported that the output at the Springhill mines, which had practically closed for 22 months owing to a strike (L.G., June, p.564), was steadily increasing. More than 1,200 men were at work and the company intimated that when certain repairs had been made the working force would be largely increased.

A strike of carpenters in Montreal, which began on July 18, ended on August 18. The strike arose out of the refusal of the employers to increase wages to 35 cents an hour.

TEAMWORK in INDUSTRY

Ian Duke, recently appointed director of manufacturing for Canadian Mechanical Handling Systems, Ltd., Windsor, Ont., is not impressed with employers who try to "keep a distance" between themselves and their employees. "The closer labour and management can get together, the better for both of them," he declared. "You can't keep a distance between two groups of people who are responsible for running the same operation. It isn't logical."

Mr. Duke indicated that a firm had a problem on its hands if just *two* employees couldn't get along together—"but where union and management work under one roof and yet refuse to pull together, that's serious trouble. Companies which don't make an effort to get closer to their employees will have problems—and deserve them. If our LMC did *nothing* for production, we would retain it because of what it does for our plant morale."

Management's attitude generally is that the cost involved in running an LMC is "money well spent". The firm calculates the cost on the basis of 1½ hours per month for each of six men, three from management and three from labour. "You can't put a value on what we get out of joint consultation," said Mr. Duke. "Our LMC has done more for this company in creating good feeling, co-operation, and interest in the work than any other factor I can name."

It was pointed out that some small firms (50 employees and under) refuse to adopt joint consultation on the grounds that they cannot spare either the money or the time "like the big companies can". Mr. Duke waved the objection aside. "That isn't valid. We're a small outfit in numbers. We can get pretty tied up and worried over production, too busy to bother about anything else. But it doesn't pay off in the long run. You start letting important things go—like morale."

He explained that their committee helps to keep the company in touch with personnel and aware of the state of plant morale. Management believes that as long as the committee exists, employee morale will not be a neglected factor.

"Marvellous success" is the term used by C. W. Casgrain, vice-president and general manager of CMHS to describe the work of

the firm's labour-management production committee. He stated that the committee contributed to amicable relations "not only by satisfying our employees from the standpoint of the particular problems of their job or department, but also by keeping them informed of the functions of other departments and the general picture of the company as a whole."

Keeping morale up and relations on an even keel are the biggest contributions the committee is making to plant life, reported Orley Gibbons, president of United Steel Workers Local 5195 (AFL-CIO/CLC) which represents the shop employees.

"Our committee is helpful to both the union and the company, he stated in a recent interview. "I don't go along with people who say labour-management co-operation can hurt one or the other. A union representative serving on an LMC is free to bring to meetings the feelings and thinking of his fellow-workers on a variety of subjects. There he can acquaint management with them. If this couldn't happen, it wouldn't be fair to either the union or the company," he insisted. "What could they do if they didn't know what was going on?"

Mr. Gibbons reported that the LMC keeps things running smoothly and receives lots of co-operation from both sides. Many improvements have been achieved in morale, safety, health and recreation since the committee was founded six years ago. "Everyone here goes along with the idea", he said.

* * *

For the eighth consecutive time, a labour-management team in Winnipeg, Man. has worked a full year without one lost hour due to accidents. At Pellissier's Brewery Limited, management representatives and members of Local 330, International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, CLC, have been awarded the top Canadian safety award in its class by the Dominion Brewers Association. The award is made to the plant with the fewest man-hours lost due to accidents. Pellissier's Brewery had no lost hours either during the past 12 months or during the past eight years.

Establishment of Labour-Management Committees is encouraged and assisted by the Labour-Management Co-operation Service, Industrial Relations Branch, Department of Labour. In addition to field representatives located in key industrial centres who are available to help both managements and trade unions, the Service provides various aids in the form of booklets, posters and films.

INDUSTRIAL RELATIONS AND CONCILIATION

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for two days during July. The Board issued five certificates designating bargaining agents, ordered four representation votes and rejected nine applications for certification. During the month the Board received ten applications for certification and one request under Section 61(2) of the Act for review of an earlier decision.

Applications for Certification Granted

1. Canadian Merchant Service Guild, Inc., on behalf of a unit of first, second and third mates employed aboard the *Charles Dick* by the National Sand & Material Company Limited, Toronto, Ont. (L.G., May, p. 469). The Seafarers' International Union of North America, Canadian District, had intervened (see also Applications for Certification Rejected, below).

2. Vancouver Harbour Employees' Association, on behalf of a unit of security men employed by the National Harbours Board at the Port of Vancouver, B.C. (L.G., Aug., p. 796).

3. International Association of Machinists, on behalf of a unit of fueling service personnel employed by Consolidated Aviation Fueling and Services Limited at the Montreal International Airport, Dorval, Que. (L.G., Aug., p. 796).

4. United Steelworkers of America, Local 5197, on behalf of a unit of labourers employed by the Eastern Canada Stevedoring Co. Ltd. in the loading and unloading of vessels at Port Cartier, Que. (L.G., Aug., p. 796).

5. General Truck Drivers' Union, Local 938 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of drivers and warehousemen employed by MacCosham Van Lines Limited, and working in and out of Kingston, Ont. L.G., Aug., p. 796).

Representation Votes Ordered

1. Seafarers' International Union of North America, Canadian District, applicant, the National Harbours Board, respondent, and the National Association of Marine Engineers, Inc., intervener (L.G., July, p.673). The Board directed that the names of both unions be placed on the ballot in the vote which affected a unit of marine engineers employed aboard the tugs *Sir Hugh Allan* and *Glenkeen* at the Port of Montreal, Que. (Returning Officer: C. E. Poirier).

2. Canadian Merchant Service Guild, Inc., applicant, Redwood Enterprises Limited, Montreal, Que., respondent, and the Seafarers' International Union of Canada, intervener (L.G., Aug., p. 796). The Board directed that the names of both unions be placed on the ballot in the vote which affected a unit of deck officers employed by the company aboard the S.S. *Elmdale*, *Pinedale*, and *Sprucedale* (Returning Officer: C. E. Poirier)(see also Applications for Certification Received, below).

3. Canadian Merchant Service Guild, Inc., applicant, Winona Steamship Co. Limited, Montreal, Que., respondent, and the Seafarers' International Union of Canada, intervener (L.G., Aug., p. 796). The Board directed that the names of both unions be placed on the ballot in the vote which affected a unit of deck officers employed by the company aboard the S.S. *Hillsdale* (Returning Officer: C. E. Poirier)(see also Applications for Certification Received, below).

4. Transport Drivers, Warehousemen and Helpers Union, Local 106, and General Truck Drivers' Local 938, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, Central Truck Lines Limited, Val d'Or, Que., respondent, and Local 15026, District 50, United Mine

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Workers of America, intervener (L.G., Aug., p. 796). The Board directed that the names of both unions be placed on the ballot in the vote which affected certain employees of the company operating in and out of Montreal, Val d'Or, Malartic, Cadillac and Rouyn-Noranda in Quebec and Kirkland Lake, North Bay, and Toronto in Ontario (Returning Officer: R. L. Fournier).

Applications for Certification Rejected

1. Seafarers' International Union of North America, Canadian District, applicant, Upper Lakes Shipping Ltd., Toronto, Ont., respondent, and National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern Di-

strict), intervener (L.G., May, p. 469) (see Reasons for Judgment below).

2. Seafarers' International Union of North America, Canadian District, applicant, Scott Misener Steamships Ltd., Port Colborne, Ont., respondent, and National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District), intervener (L.G., May, p. 469) (see Reasons for Judgment below).

3. Seafarers' International Union of North America, Canadian District, applicant, N. M. Paterson & Sons Limited, Montreal, Que., respondent, and National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District) intervener (L.G., May, p. 469) (see Reasons for Judgment below).

Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board, in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to

the Wartime Labour Relations Board to administer provisions concerning the certification of bargaining agents, the writing of provisions—for incorporation into collective agreements—fixing a procedure for the final settlement of disputes concerning the meaning or violation of such agreements and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported below under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board, and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the province of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

4. Seafarers' International Union of North America, Canadian District, applicant, Hall Corporation of Canada, Montreal, Que., respondent, and National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District), intervener (L.G., May, p. 469) (see Reasons for Judgment below).

5. Seafarers' International Union of North America, Canadian District, applicant, Dominion Steel and Coal Corporation (Dominion Shipping Division), Montreal, Que., respondent, Canadian Brotherhood of Railway, Transport and General Workers, intervener, and National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District), intervener (L.G., May, p. 470) (see Reasons for Judgment below).

6. Seafarers' International Union of North America, Canadian District, applicant, National Sand & Material Company Limited, Toronto, Ont., respondent, and the Canadian Merchant Service Guild, Inc., intervener (L.G., May, p. 469). The application was rejected for the reason that it was not supported by a majority of the employees eligible to cast ballots in the representation vote conducted by the Board (see also Applications for Certification Granted, above).

7. Seafarers' International Union of North America, Canadian District, applicant, National Sand & Material Company Limited, Toronto, Ont., respondent, and the National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District), intervener (L.G., May, p. 470) (see Reasons for Judgment below).

8. Seafarers' International Union of North America, Canadian District, applicant, The Algoma Central and Hudson Bay Railway Company, Sault Ste. Marie, Ont., respondent, and the National Association of Marine Engineers of Canada, Inc. (Great Lakes and Eastern District), intervener (L.G., May, p. 470) (see Reasons for Judgment below).

9. Asbestos and Eastern Transport Ltd. Employees' Association, applicant, Asbestos Transport Ltd. and Eastern Transport Ltd., Asbestos, Que., respondents, and Local 106 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, intervener (L.G., July, p. 672). The application was rejected because the Board found that the operations of Eastern Transport Ltd. were confined entirely to the Province of Quebec and that it therefore lacked jurisdiction to deal with the application as submitted.

Applications for Certification Received

1. Flat Lake and District Mine & Mill Workers' Union Local 1031 of the International Union of Mine, Mill & Smelter Workers (Canada), on behalf of a unit of strip miners employed by the Canada Tungsten Mining Corporation Ltd. in the Flat Creek area of the Northwest Territories (Investigating Officer: D. S. Tysoe).

2. Cape Breton Projectionists Union of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada; Local Union No. 848, Sydney, Glace Bay and New Glasgow, N.S., on behalf of a unit of employees of the Hector Broadcasting Co. Ltd., employed at Radio Station CKEC, New Glasgow, N.S. (Investigating Officer: D. T. Cochrane).

3. Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of drivers, packers, craters and helpers employed by North America Van Lines (Atlantic) Limited and operating in and out of Dartmouth and Middleton, N.S. (Investigating Officer: D. T. Cochrane).

4. Canadian Brotherhood of Railway, Transport and General Workers, on behalf of a unit of unlicensed personnel employed aboard the *Wheat King* and the *Northern Venture* by Island Shipping Limited (Investigating Officer: A. B. Whitfield).

5. Seafarers' International Union of Canada, on behalf of a unit of deck officers and marine engineers employed aboard the S.S. *Elmdale*, *Pinedale* and *Sprucedale* by Redwood Enterprises Limited, Montreal, Que. (Investigating Officer: C. E. Poirier) (see Representation Votes Ordered, above).

6. Seafarers' International Union of Canada, on behalf of a unit of deck officers and marine engineers employed aboard the S.S. *Hillsdale* by the Winona Steamship Co. Limited, Montreal, Que. (Investigating Officer: C. E. Poirier) (see Representation Votes Ordered, above).

7. General Drivers, Warehousemen and Helpers Local Union No. 979 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Atomic Transfer Ltd., Winnipeg, Man. (Investigating Officer: W. E. Sproule).

8. The Radio and Television Employees' Union (CKVL)-(CNTU), on behalf of a unit of employees of Radio Station CKVL Ltd., Verdun, Que. (Investigating Officer: R. L. Fournier).

9. Association of Canadian Television and Radio Artists, on behalf of a unit of

employees of the Canadian Marconi Company employed at CFCF-TV, Montreal, Que. (Investigating Officer: C. E. Poirier).

10. International Association of Machinists, on behalf of a unit of planners employed by Trans-Canada Air Lines at its Overhaul Base at the Montreal International Airport, Dorval, Que. (Investigating Officer: R. L. Fournier).

Review of Decision under Section 61 (2) of Act

Joint request to have the name of the respondent changed from Upper Lakes Shipping Ltd. to Upper Lakes Forwarding Limited in the certificate issued by the Board on June 9, 1961, to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (L.G., Aug., p. 794).

REASONS FOR JUDGMENT

in applications for certification affecting

Seafarers' International Union of North America,

Canadian District

Applicant and Intervener

and

Canadian Merchant Service Guild, Inc.

Applicant and Intervener

and

National Sand & Material Company, Limited

Respondent

* * *

Seafarers' International Union of North America.

Canadian District

Applicant

and

Upper Lakes Shipping Ltd., Scott Misener Steamships Ltd.,

N.M. Paterson & Sons, Limited, Hall Corporation of Canada

National Sand & Material Company, Limited, Dominion Steel

and Coal Corporation (Dominion Shipping Division), The

Algoma Central and Hudson Bay Railway Company Respondents

and

National Association of Marine Engineers of Canada, Inc.

(Great Lakes and Eastern District)

Intervener

and

Canadian Brotherhood of Railway, Transport and General Workers

These applications for certification of bargaining agent first came before the Canada Labour Relations Board at a hearing held by the Board in the Confederation Building in the City of Ottawa, Ont., on the 15th and 16th days of December 1960, the Board being unable to reach decisions in respect of them at that time. The applications were

further dealt with at a hearing of the Board on the 3rd day of March 1961, following which the Board ordered that, in respect of each company, supervised votes of the employees affected by the several applications be taken, for the purpose of determining the wishes of the said employees of each company as to which union should

represent them in respect of labour relations with their employing company.

The several votes were taken but before the Board could consider the results, an application for a further hearing was made to the Board by National Association of Marine Engineers, alleging fraud on the part of the Seafarers' International Union of North America, Canadian District, affecting all of the foregoing applications for certification of bargaining agent.

This request was granted and the hearing was held in the Confederation Building in Ottawa on Thursday, the 15th day of June 1961, at 10 o'clock in the morning. In view of the serious character of the allegations made against the Seafarers' International Union all witnesses were sworn before giving evidence.

The evidence in support of the allegations of fraud was given by John J. Wood and Michael J. Sheehan. Mr. Wood is a licensed engineer and from October 1958 till April 1961 had been the Director of the Licensed Division of the Seafarers' International Union of North America, Canadian District (sometimes referred to herein as the SIU). Prior to that, from some time in the latter half of 1957 till October 1958, he had been an agent of the National Association of Marine Engineers (sometimes referred to herein as the N.A.M.E.). Mr. Sheehan had been employed by the Seafarers' International Union from 1949 till November 1960 as a patrolman and organizer. The evidence is not clear as to whether Mr. Wood quit his employment with the SIU or was dismissed by Hal C. Banks, the Secretary-Treasurer of that union. Mr. Sheehan was apparently dismissed by Mr. Banks. In both cases there were differences between these men and Mr. Banks, who was referred to by both of them as a dictator. Mr. Wood was a witness on behalf of the SIU at the hearings of December 15 and 16, 1960 and March 3, 1961. At this hearing of June 15, 1961 he swore that much of his evidence at the previous hearings had been false, that he had found it easy to lie because he thought he was helping the engineers, but that now, June 15, 1961, he was under oath and was telling the truth.

The first matter involving alleged fraud about which Mr. Wood gave evidence on June 15, 1961 was the amalgamation of the National Association of Marine Engineers, East Coast District, with the SIU, which the Board had previously been told occurred in the autumn of 1958.

Prior to September 1958 it appears that Mr. Wood, then an official of N.A.M.E., had been in touch with Mr. Banks. His evidence may be summarized as follows: On

The Board consisted of C. R. Smith, Chairman, and A. H. Balch, E. R. Complin, A. J. Hills, and A. C. Ross, members. The Judgment of the Board was delivered by the Chairman.

the instructions of Mr. Banks, he and his assistant in N.A.M.E., Peter Scragge, called a meeting of engineer members of N.A.M.E., East Coast District, which was held on September 29, 1958 at the N.A.M.E. office at 484 McGill Street, Montreal. Not more than 24 hours notice of the meeting had been given and the meeting was attended by 15 men, which number is confirmed by the minutes of the meeting (Exhibit 1), out of about 600 engineers in the East Coast District of N.A.M.E.

The minutes of the meeting further record a motion, as follows: "That a referendum ballot be taken by the engineers in the Eastern District of their desire in regard to amalgamation with the SIU. Carried unanimously."

The ballot was to be completed by and the votes counted on the 21st of October.

Following the meeting, according to Mr. Wood's evidence, a form was prepared by Leonard McLaughlin, an official of the SIU, consisting of a letter to the engineers with a ballot question at the bottom on which they could vote in favour of amalgamation or against it. A quantity of these ballot forms was run off in the office of the SIU, and were brought to Mr. Banks' office, where Messrs. Banks, McLaughlin, Sheehan and Wood were present. Each of these four men marked a number of the ballots, about sixty in all, in favour of amalgamation with the SIU. Mr. Wood placed these sixty ballots in envelopes and sealed them, and then put the envelopes in a shoe box at the N.A.M.E. office at 484 McGill Street, Montreal.

Mr. Wood then sent sufficient ballot forms to N.A.M.E. agents at the head of the Lakes and Thorold, Ont., with instructions to have the engineers vote, place the ballots in envelopes and return them to Mr. Wood. Between 100 and 150 ballots were returned. According to Mr. Wood, the ballot was taken for show purposes, to give the impression that the vote was being taken democratically. No real effort was made to contact all of the engineers. Mr. Banks had directed what the outcome of the ballot should be. The ballots were in plain white envelopes, so that they could be taken out and rejected if not satisfactory, and a suitable number made up. They were in fact opened by Mr. Wood and Mr. Scragge.

Mr. Wood and Mr. Scragge then marked enough ballots to produce the desired result, including the 60 that had been marked in Mr. Banks' office and those returned by the N.A.M.E. agents. The ballots were counted by a balloting committee of four, including Mr. Scragge, who was the only member of the committee who knew how they had been marked.

The result was exactly as planned, 301 in favour of amalgamation and 50 against amalgamation, with 7 spoiled ballots.

Mr. Wood had never done this sort of thing before, and had to be instructed on the procedure.

The balloting affected the engineers employed by the companies involved in these applications, and by many other companies.

The result of the vote secured in this way was then used to show both the engineers and the companies that an amalgamation had taken place, to persuade the engineers to sign cards designating the SIU as the union to which the companies should pay dues by checkoff, and to try to induce the companies to sign collective bargaining agreements with the SIU affecting the engineers.

Mr. Sheehan's evidence confirmed that of Mr. Wood concerning the marking of ballots by Messrs. Banks, McLaughlin, Wood and himself in Mr. Banks' office. On Mr. Banks' instructions he showed Mr. Wood how to mark the ballots. He also stated that this sort of thing had been done many times when applying for certification or when taking a vote to accept or reject a recommendation made by a conciliation board.

Mr. McLaughlin gave evidence denying that he had had anything to do with marking ballots, as alleged, in Mr. Banks' office. He stated that he had helped to draw up the ballot and to revise a draft of it but had never seen it again. He also gave evidence to prove that he could not have had anything to do with this alleged episode. His evidence was that on the next day he went to Ottawa for a case before this Board on Thursday, that he stayed over for the Friday and went back to Montreal. He was ill during the trip and on the morning after his return to Montreal he was unable to get up. His wife called a Dr. Dickinson, who told her to bring him right down to the hospital. He entered the hospital on either October 3 or 4, and was there until the second week in November.

Following the hearing of June 15, 1961, counsel for the SIU forwarded to the Board copies of certain documents in support of Mr. McLaughlin's evidence, as follows:

1. A receipt dated September 30 for \$3.50 given by the Prescott Hotel, Ottawa, to Mr. McLaughlin "for room".

2. A receipt dated October 4, 1958, for \$8.00 given by Dr. Albert Day made out to Leonard McLaughlin for "office call".

3. Records showing that Mr. McLaughlin had been in the Montreal General Hospital from October 8, 1958 to some date in November.

These documents show several discrepancies with Mr. McLaughlin's oral evidence. September 30, 1958 was a Tuesday. The records of the Board show that Mr. McLaughlin was present at a meeting on October 1. Mr. McLaughlin stated he arrived at the motel about 1 a.m., apparently on October 1, the same day as the meeting of the Board. The receipt appears to have been for a room on the night only, September 30-October 1. As October 1 was a Wednesday it seems that in fact Mr. McLaughlin was mistaken about returning to Montreal on Friday and that he did return there on Wednesday or perhaps Thursday. Of greater significance is the documentary evidence submitted on his behalf, which does not relate to a telephone call to a Dr. Dickinson, which indicates that Mr. McLaughlin did not enter hospital on the 3 or 4 of October, that he made an office call on Dr. Day on October 4 and did not enter hospital till October 8. The evidence of Mr. Sheehan was that the marking of ballots took place in Mr. Banks' office during the first week of October. Mr. Wood did not specify the exact date but from his evidence it is clear he must have been referring to a period around the first of October.

From the foregoing review of the evidence it is obvious that Mr. McLaughlin could have been present on the alleged occasion. His evidence tendered to prove he could not have been present breaks down completely.

The second matter involving alleged fraud about which Mr. Wood gave evidence on June 15, 1961 has direct reference to the applications before the Board filed by the SIU. When these applications were filed in the latter half of 1960 the usual investigation as to union membership of the affected employees was made in each case. The SIU records with respect to several of the companies contained no signed applications for membership, though during some periods dues had been received by the union by way of checkoff. The Board's investigating officer was informed by the SIU that the union destroyed applications for membership after one year and that in these cases they had been destroyed. At the hearing of March 3, 1961, Mr. Wood and Mr. McLaughlin gave evidence that this was the fact and that in any event these engineers has become members of

the SIU by the amalgamation in October 1958. The Board could not understand why the SIU, with long experience of the Board's rules concerning membership, would destroy membership applications, and no satisfactory reason was given to the Board. At the June 15, 1961 hearing Mr. Wood swore that in these cases no applications for membership had ever been received. This was so in respect of Algoma Central and Hudson Bay Railway Company, Upper Lakes Shipping Ltd., Scott Misener Steamships Ltd., N. M. Paterson & Sons Limited and Hall Corporation of Canada.

Mr. Wood, who during the period in question was Director of the Licensed Division of the SIU, was questioned further on June 15 concerning membership and the payment of union dues by engineers employed by the other two companies affected by these applications during the three-month period prior to the filing of the respective application as required by Rule 15 of the Board's regulations. His evidence is summarized as follows:

Re Dominion Steel and Coal Corporation—Out of nine men in the proposed bargaining unit only two had paid dues. As an alternative to payment of dues, Rule 15 permits payment of the union's initiation fee in an amount at least equal to one month's dues, during the said three months. Mr. Wood said that Dosco's engineers had signed applications for membership and paid an initiation fee of \$5.00 fourteen or fifteen months prior to the application. Then in 1960, when it was decided to apply for certification, Mr. Wood, with the full permission of Mr. Banks, redated the applications of these men for union membership and caused new receipts for initiation fees to be issued to them in exchange for the old ones, all dated to show payment within the Board's Rule. These altered application forms and receipts were the records on which union membership was claimed.

Re National Sand & Material Company, Limited.—In an application by the SIU for certification to represent the three mates employed by this company, the SIU produced applications for membership signed by all three, one application being undated, the others bearing dates June 21, 1960 and June 28, 1960. Mr. Wood stated that these men had signed applications around two or two and a half years ago, but that to his knowledge no money had ever been received from any of them and that no applications from any of these men had come to his desk in over two and a half years. They would normally have come to his desk. He stated that in

the two and a half years two of these mates had become fed up waiting for the SIU and had steadfastly refused to sign with the SIU. He said it was the old applications for membership that Mr. Banks was using now, but he had no knowledge of how the dates in 1960 came to be on the two application forms.

Mr. Sheehan's evidence was that for a few days before the meeting of September 29, 1958, and also subsequent to that date, he worked for the SIU on the organization of engineers, mates and masters. With respect to the Scott Misener, Upper Lakes and Paterson companies' engineers he asked Mr. Banks for membership application forms but that Mr. Banks told him: "You don't need them, we will get it without them before the Labour Board."

No membership application forms were made out for engineers of these or other companies, but blue-colored designation cards for checkoff purposes were obtained by him from engineers (number unstated). During the period of three months or so prior to November 17, 1960, he was attempting to organize the engineers employed by the Scott Misener, Upper Lakes and Paterson companies. The only thing any of these engineers signed was the blue designation card. He did not ask for nor obtain applications for membership from any of them, nor did he ever receive any initiation fees or membership dues from any of them.

A third matter about which Mr. Wood gave evidence had to do with the hearing of March 3, 1961. At that meeting a large number of men were in attendance. The Board was told, on behalf of the SIU, that there were some 120 or 130 of them and that they were engineers supporting the SIU. A few of them were called as witnesses and gave evidence indicating support of the SIU.

At the hearing of June 15, 1961, Mr. Wood's evidence was that he knew personally 80 to 85 per cent of the engineers employed by the companies involved in the applications before the Board. He said that it was planned by Mr. Banks to have a delegation at the March 3 hearing, that Mr. Banks instructed the SIU agents at the several port centres to round up what engineers they could to attend the hearing, at the expense of the SIU, that the agents were able to secure the attendance of about 25 engineers only, of whom some 15 to 18 were employed by the companies concerned, and that the balance of the 120 or 130 were made up of unlicensed personnel in the Montreal area, on Mr. Banks' orders. He stated that those who gave

evidence on March 3 were called from a list of 10 names he had given to the SIU counsel, these 10 being names of engineers he knew were in favour of the SIU.

Mr. Wood was cross-examined at great length but scarcely at all on the evidence described above. The only points in his evidence touched on in cross-examination were the matter of Mr. Banks' and Mr. McLaughlin's marking ballots in Mr. Banks' office in 1958 in connection with the amalgamation vote, and the matter of the 120 to 130 men who were present at the hearing of March 3, 1961. He was questioned briefly on these matters and his evidence was not shaken.

Mr. Sheehan was also cross-examined at length but the cross-examination touched only one point in his evidence as described above, the point of Mr. McLaughlin's marking ballots. His evidence was not shaken.

For evidence relating to the amalgamation in 1958, and to membership and payment of dues prior to these applications for certification, the SIU relied on the union records submitted to the Board and to the oral evidence given at the earlier hearings. As mentioned above, much of this evidence, both documentary and oral, was sworn by Mr. Wood to have been false.

Counsel for the SIU cross-examined Mr. Wood and Mr. Sheehan at length for the purpose of discrediting their evidence and in an attempt to prove their evidence at this hearing of June 15 was motivated by a desire for revenge. Evidence was also introduced that Mr. Wood had stated on more than one occasion that he was going to fix the certification votes ordered by the Board and that he would commit perjury to do so. J. I. Newton gave three versions of what Mr. Wood said, all of which differed materially except for the words "even if I have to perjure myself." G. Gauthier mentioned only one form of words as having been used by Mr. Wood, this being the last of the three versions given by Mr. Newton, who preceded him in the witness box. This evidence was repeatedly denied by Mr. Wood under cross-examination. Mr. Wood's own version of what he said on one of the occasions referred to was: "I said I could possibly come before the Board and show the Board where perjury had been committed..."

There is no doubt from the evidence as a whole that by the date of the hearing on June 15 1961 Mr. Wood and Mr. Sheehan were far from friendly to Mr. Banks and the SIU. The evidence indicates

that there was some justification for their attitude but the Board deems it unnecessary for the purpose of this decision to examine the evidence in that regard. There is also the fact that in giving evidence on June 15, Mr. Wood, who was the principal witness against the SIU, admitted that at the previous hearings much of his evidence had been false.

The Board has given full and careful consideration to all the foregoing circumstances and facts. The members of the Board, after observing the witnesses on the stand and examining the transcript of their evidence, have come to the conclusion that the evidence of Mr. Wood and Mr. Sheehan is to be preferred to that of the witnesses for the SIU. On none of the essential matters involving allegations of fraud was their evidence shaken. On many points they were not cross-examined nor was any new evidence tendered on behalf of the SIU.

In the result the Board finds:

1. That the so-called amalgamation vote in 1958 was conducted in a manner fraudulent to the engineers, and that both the engineers and their employing companies were almost certainly misled by the result of the vote so obtained. No claim by the SIU to engineer membership in the union based on this vote can be entertained by the Board.

2. With respect to the employees of five of the companies, no applications for membership in the SIU were ever obtained, though union dues were obtained by check-off from some of these companies by means of designation cards signed by engineers. No union initiation fees were ever paid by the employees in question. Evidence as to the destruction of application for membership forms was false and was given for the purpose of misleading the Board, and the Board was in fact misled. With respect to the other two companies, applications for membership were obtained more than a year before the applications for certification were filed. In the case of one of these companies initiation fees had been paid at that time but only two out of nine employees involved had paid union dues. When the application for certification was to be filed in the autumn of 1960, the application for membership forms were redated and new receipts for initiation fees were issued, in order to show membership in good standing under the Board's rules. In the case of the second of these two companies, none of the employees (mates) affected had ever paid any money to the SIU. The facts set out in this paragraph constitute acts of fraud against the Board.

3. The great majority of the 120 to 130 men who were brought by the SIU to the Board's hearing of March 3, 1961 were unlicensed personnel, not engineers, as was represented to the Board at that hearing. The bringing of these men to the hearing was an attempt to prove to the Board that the SIU had the support of the great majority of the engineers employed by the companies affected by these applications for certification. It can only be interpreted as an attempt to mislead the Board, which was not discovered till the hearing of June 15.

If the Board had been aware of the true situation on March 3, 1961, it would

not have ordered that votes be taken in any of these cases in which the SIU was an applicant for certification. All such applications would have been rejected at that time. Under these circumstances and in view of the frauds committed by the SIU in connection with its applications, the Board's decision cannot be affected by the result of the votes taken under the Board's order. All the foregoing applications by the Seafarers' International Union of North America, Canadian District, are rejected.

(Sgd.) C. RHODES SMITH,
Chairman, for the Board.

Dated at Ottawa, August, 1961.

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During July, the Minister of Labour appointed Conciliation Officers to deal with the following disputes:

1. Dominion Steel and Coal Corporation, Ltd., Dominion Shipping Division, Montreal, and Seafarers' International Union of North America, Canadian District (Conciliation Officer: R. Duquette).

2. Barnhill's Transfer Limited, Truro, N.S. and Local 76 and 927 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: D. T. Cochrane).

3. The Ogilvie Flour Mills Co., Limited, Winnipeg, and United Packinghouse Food and Allied Workers, Local 520 of the United Packinghouse Workers of America (Conciliation Officer: J. S. Gunn).

4. East-West Transport Ltd., Vancouver, and Local 605 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: G. R. Currie).

5. Buntain Bell and Co. Ltd., J. A. Gormley (Stevedoring Service) and Horace B. Willis Ltd., and Labourers Protective Union No. 9568 (Conciliation Officer: H. R. Pettigrove).

6. Motor Transport Industrial Relations Bureau (representing certain companies within federal jurisdiction) and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Conciliation Officer: F. J. Ainsborough).

Settlements Reported by Conciliation Officers

1. United Keno Hill Mines Limited, Elsa, Yukon Territory, and Local 924 of the International Union of Mine, Mill and Smelter Workers (Conciliation Officer: D. S. Tysoe) (L.G., Aug., p. 796).

2. Canadian Pacific Railway Company (dining, cafe and buffet car employees) and Brotherhood of Railroad Trainmen (Conciliation Officer: F. J. Ainsborough) (L.G., Aug., p. 797).

3. K.L.M. Royal Dutch Airlines, Montreal, and International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (Conciliation Officer: R. Duquette) (L.G., Aug., p. 797).

Conciliation Boards Appointed

1. Canadian National Railways (Atlantic, St. Lawrence, Great Lakes, Mountain and Prairie Regions, and including Newfoundland District) and Brotherhood of Locomotive Firemen and Enginemen (L.G., Aug., p. 797).

2. Canadian Pacific Railway Company (Atlantic, Eastern, Prairie and Pacific Regions, including Quebec Central Railway Company and Dominion Atlantic Railway Company) and Brotherhood of Locomotive Firemen and Enginemen (L.G., Aug., p. 797).

3. Canadian Pacific Railway Company (Atlantic, Eastern, Prairie and Pacific Regions) and Brotherhood of Railroad Trainmen (no Conciliation Officer previously appointed).

Conciliation Board Fully Constituted

The Board of Conciliation and Investigation established in June to deal with a dispute between Canadian National Railways and Brotherhood of Railroad Trainmen (L.G., Aug., p. 797) was fully constituted in July with the appointment of His Honour Judge John B. Robinson, Haileybury, Ont., as Chairman. Judge Robinson was appointed by the Minister in the absence of a joint recommendation from the other two members, T. R. Meighen, Q.C., of Montreal and Honourable A. W. Roebuck, Q.C., of Ottawa, who were previously appointed on the nomination of the company and union, respectively.

Conciliation Board Reports Received

1. The Shipping Federation of Canada, Inc. (Port of Montreal) and Local 375 of the International Longshoremen's Association (L.G., July p. 675). The text of the report is reproduced below.

2. B.C. Air Lines Limited, Vancouver, and Canadian Brotherhood of Railway, Transport and General Workers (L.G., July p. 675). The text of the report is reproduced below.

Report of Board in Dispute between

The Shipping Federation of Canada, Inc., Port of Montreal
and

International Longshoremen's Association, Local 375,

The Board of Conciliation and Investigation appointed pursuant to the provisions of section 28 of the Industrial Relations and Disputes Investigation Act, R.S.C. 1952, Ch. 152, and which was composed of Mr. R. G. Chauvin, the companies' nominee; Mr.

During July, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between The Shipping Federation of Canada, Inc., Port of Montreal and Local 375 of the International Longshoremen's Association.

The Board was under the chairmanship of the Honourable Mr. Justice Roger Ouimet, Montreal. He was appointed by the Minister on the joint recommendation of the other two members R. G. Chauvin and Louis Laberge, both of Montreal, nominees of the Federation and union, respectively. The Report is reproduced here.

Settlements Reached after Board Procedure

1. Shell Canadian Tankers, Limited, M.V. *Western Shell*, Vancouver, and Seafarers' International Union of North America, Canadian District (L.G., Aug., p. 798).

2. Trans-Canada Air Lines, Montreal, Que., and Canadian Air Line Flight Attendants' Association (L.G., July, p. 679).

3. The Shipping Federation of Canada, Inc. (Port of Montreal) and Local 375 of the International Longshoremen's Association (see above).

Strike Action after Board Procedure

1. Hamilton Shipping Company Ltd., Yorkwood Shipping & Trading Co. Ltd. and the Hamilton operations of Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd., Pittston Stevedoring Corp. of Canada, and Local 1654, Hamilton, of the International Longshoremen's Association (L.G., Aug., p. 803). Stoppage of work occurred July 12.

2. Eastern Canada Stevedoring Co. Ltd., Cullen Stevedoring Co. Ltd., Caledon Terminals Ltd., Pittston Stevedoring Corp. of Canada, and Local 1869 and 1842, Toronto, of the International Longshoremen's Association (L.G., Aug., p. 809). Stoppage of work occurred July 10.

Louis Laberge, union's nominee; and Mr. Justice Roger Ouimet, chairman and third member, hereby begs to submit its report and recommendations.

1.—Mandate:

The Board has been called upon to pronounce upon proposals submitted by both parties as set out in Exhibits U-2 and C-1 "D" and "E", in respect of the renewal and amending of a collective labour agreement made at Montreal as of the first day of January, 1959, a copy of which was filed as Exhibit U-3.

2.—Preliminary Objection:

The union, through its attorney, made a strenuous objection to the adducing, by the companies, of evidence in relation to conciliation proceedings which preceded the appointment of this Board.

However, the conciliator's report having been forwarded to all the members of the Board by the Director of Industrial Relations, they could hardly refrain from taking cognizance of its contents.

Furthermore, the union's attorney having informed the Board that a formal protest against such procedure had been forwarded to the Minister, it was the unanimous opinion of the members that due notice be taken of such objection and representations and that whatever evidence was presented by either side be considered as forming part of the record, subject to and under reserve of the said formal objection, the Board being convinced that it may not decide to divest itself of its powers of investigation upon what might well be regarded as a technicality.

3.—The Parties' Respective Positions:

A—The Union's:

For a great many years, the parties and their representatives appear to have had quite stable and progressive contractual relationships.

The term of the last Working Agreement between them expired at the end of December, in the year 1960.

Negotiations followed, based on proposals for amendments to the Working Agreement for an ensuing term.

Unfortunately, while both parties were in good faith (Cf. Union's Brief U-1), it was not possible to arrive at a settlement: hence the constitution of this Board.

It would appear that although the local of the union has been in existence since 1903, the last time the parties appealed to a conciliation board was around the year 1940.

Nevertheless, both parties admitted to a situation of unrest on the water-front.

The union was emphatic in its representation that the longshoremen covered by the Working Agreement are called upon to perform extraordinary tasks and operations in their daily work and that such work is not comparable to the performance of employees in industry generally for the following reasons:

- 1.—Danger to life and limb;
- 2.—The strenuous nature of physical efforts;
- 3.—Endurance and dexterity;
- 4.—Productivity;
- 5.—Climatological conditions;
- 6.—Products handled.

The union's proposed amendments to the Working Agreement therefore may be divided into two (2) categories insofar as

the longshoremen are concerned, namely: Working Conditions and Monetary Remuneration.

B—The Companies:

Stressing the fact that negotiations between the employing companies represented by the Federation, and delegations representing the I.L.A. locals at Montreal, Three Rivers, Quebec, Halifax, N.S. and Saint John, N.B., commenced in Halifax in December 1st, and that on February 15, 1961, the delegations representing both parties had agreed to recommend package settlements as shown in a memorandum marked Exhibit C-1 "F", the companies, referring to a further proposed revision, no less emphatically stated that they considered they had "gone a long way to reach agreement with the Montreal longshoremen, particularly in view of the fact that their proposed package settlement went further with respect to working conditions than the package settlements agreed to by the Longshoremen Locals at the other four (4) Ports". (Exhibit "F") (Exhibit C-1).

C—The Board's Position:

At the outset of the very first public sitting, your Board endeavoured as forcefully and energetically as it could "to bring about agreement between the parties in relation to the matters referred to it."

Such efforts soon proved fruitless however when it became evident that the companies felt that they had gone far enough and that the Union's representatives did not wish to revert to "concessions" which were unpalatable and unacceptable to the very large majority of their membership.

Board's Findings and Recommendations:

The evidence disclosed that the ILA Local 375 have, for the past few years, negotiated and concluded agreements jointly with the longshoremen employed at the Ports of Quebec, Three Rivers, Saint John, N.B. and Halifax, N.S., notwithstanding differences in working conditions in all these ports.

The majority of the Board were also convinced that the efficiency and productivity experienced in the Port of Montreal exceed those of all four (4) other ports enumerated above, the nearest approximation being found at Saint John. The companies' nominee dissents vigorously on this point.

Moreover, the number of accidents—be they of a minor or a major nature—is far greater than elsewhere and appears to have increased of late in the Port of Montreal. (Exhibits U-5 and U-7.)

This could be attributed to many causes including the greater number of men at

work, lack of adequate security measures, and, also, to a certain extent, lack of precautions taken by the longshoremen themselves, etc.

But these explanations were not entirely satisfactory and the majority of the Board—the companies' nominee dissenting—feel that working conditions on the local waterfront are evidently not all what they should be.

However, before going into a detailed study of the parties' respective submissions, the Board wish to state they are unanimous in recommending that a "Joint Committee on safety and accident prevention" be formed forthwith between the parties and sit all year long with a view to insuring permanent standards of security.

The Board have noted the eagerness with which the companies accepted their verbal suggestions to this effect during the sittings, as well as the emphasis placed by the longshoremen's representatives on the paramount importance of this vital question.

On the other hand, the formation of such a committee does not appear, in the light of the evidence filed and submitted, to be the only solution to the problem. It may be added that the Board came to the conclusions expressed in the present report on this subject after having visited three (3) different ships at their moorings in the Port of Montreal, and after having personally witnessed loading and unloading operations of a great variety of slingloads, whether palletized or not.

The ever present danger of the work involved could not escape even the most casual observer. Evidence was adduced that life insurers have acknowledged this fact by demanding an additional premium per thousand dollars from dock employees, and refusing both disability and double-indemnity coverage for longshoremen, stevedores and dock labourers (U-6).

However, the Board are of the opinion that a few occupations in the construction business, e.g. steel erectors, etc., could compare with those of the longshoremen where hazards are concerned.

On the other hand, the variety of cargoes handled in Montreal certainly increases the incidence of accidents and this should be taken into consideration when examining the Union's proposals.

The companies' nominee, dissenting, finds this point is not supported by the evidence presented.

The Board will now proceed to consider the parties' original proposals (Exhibits U-2 and C-1 "D").

Union's Original Proposals

I—Article 2 (a) to (1) inclusive:

Wages and Fringe Benefits:

The union demands an increase of fifty (50¢) cents across the board. The package deal of seven (7¢) cents for the first year and six (6¢) cents for the ensuing year, and in an agreement of two (2) years duration, was twice rejected by the Montreal longshoremen, although it appears to have been accepted by longshoremen's locals of the other four (4) ports.

The union made comparisons with the Port of Vancouver, where an existing agreement, a copy of which was filed as Exhibit U-12, covers, among others, five (5) companies, members of the Shipping Federation of Canada Incorporated, who operate both in the Port of Montreal and in Vancouver as members of the Shipping Federation of British Columbia.

According to the union, these so-called "Big-Five" represent approximately seventy-five (75%) per cent of longshore or stevedoring work in both ports. Yet they have agreed to a differential amounting to approximately eighty (80¢) cents an hour more in British Columbia than in Montreal.

This differential is denied by the Companies, who point out that it is only of the order of thirty-five (35¢) cents, being \$2.78 in Vancouver, and \$2.43 in Montreal, taking into consideration the contribution of twenty-nine (29¢) cents by all companies to the Shipping Federation of Canada—ILA trust funds, to provide pension, welfare and vacation funds to eligible ILA employees as included in Article 6 of the Agreement U-3.

It is the Board's opinion that the Port of Montreal longshoremen could not expect at this stage to bridge the gap between rates prevailing in two (2) ports, which are different in many respects.

It was pointed out, and rightly so, by the companies that differentials between Montreal and Vancouver exist in eight (8) main trades, going as high as fifty-seven (57¢) cents, where carpenters are concerned, and not lower than forty-two (42¢) cents in the case of plumbers. (Exhibit C-2.)

Incidentally, the Port of Toronto pays forty-five (45¢) cents less than Montreal for longshoremen's services.

The companies' nominee and the chairman are of the opinion that the fifty (50¢) cents increase mentioned in the union demands is exaggerated. On the other hand, the chairman and the union's nominee feel that in order to conciliate differences, and in view of the fact that the companies

have not denied their ability to pay, a general increase of nineteen (19¢) cents per hour, represented by ten (10¢) cents as from January 1st, 1961, and nine (9¢) cents as from January 1st, 1962, should be recommended.

The companies' nominee dissents and adds: The members of the union should receive an increase, because of the rise in the cost of living, etc., but that increase should be fair and not immoderate. It should have some bearing with productivity and also with overall economic conditions, particularly within the shipping industry. The employers brought evidence showing that of late, at least in some areas of the Montreal longshoremen's work, production not only has not increased but has fallen back (Exhibit C-8). It should be noted, on the other hand, that the low levels of the prevailing freight rates (which still remain depressed after four years) are a heavy burden on the industry (Exhibit C-4). Comparisons with longshoremen in far-away ports or with other occupations can be misleading, because the work performed, the skills required, etc., are not the same. The hourly rates already being paid the Union's members compare very favorably with those being paid longshoremen in Toronto (Exhibit C-2). They are much superior again to the rates being paid on the spot, i.e. in Montreal, to other longshoremen, who are members of another union but perform the same work (although on coastal, rather than ocean-going, vessels). The recent rise in the cost of living would appear to warrant an increase of about four (4¢) cents in the basic hourly rate. The parties have gone quite beyond this and discussed an increase of seven (7¢) cents for 1961. That amount appears both fair and reasonable. A further increase of 6¢ per hour, as discussed by the parties, should be recommended for the year 1962.

II—Article 2 (a):

Saturday: Time and ½ Day.

The union's submissions and arguments did not succeed in convincing the majority of the Board that this amendment should be accepted. Mr. Laberge, the union's nominee, energetically dissents.

III—Article 2—Section (k):

In view of rapidly changing housing conditions in Montreal, and of the necessity for a large number of the members of the local to find homes in more or less distant suburbs, it appeared to the union's nominee and the chairman, that the proposed amendment should be implemented so that Section 2 (k) read as follows:

That men ordered out to work at 8:00 a.m., and 1:00 p.m., must be ordered out before 1:00 p.m., the previous day, through the Union Hall Office, except for Monday, 8:00 a.m., at which the Companies will have the right to call through the same channel, not later than Saturday, 1:00 p.m. If no work is available, a minimum of "not more than" two (2) hours shall be paid at prevailing rates of pay, "except where" adverse weather conditions prevent working. "In no event shall this call pay ever exceed a maximum of two (2) hours for a whole work day." In "the" event "a" holiday, mentioned in Article 2, Section (b), falls on a Monday this "said" Article shall apply.

However, the union's nominee feels very strongly that the following paragraph should be added: "If men start work a minimum of two (2) hours shall be paid."

The companies' nominee dissents as follows:

He agrees that the men should receive minimum time on the 8:00 a.m. and 1:00 p.m. calls when work is not available and weather conditions do not prevent working. However, it appears to him minimum time of one (1) hour would be sufficient and should, in effect, deter from any misuse of the 8:00 a.m. call if, as was alleged by the union, there has ever been any such misuse by the companies in the past.

On the other hand, the companies' nominee believes the demand that the companies place their orders for the 8:00 a.m. and 1:00 p.m. calls by 1:00 p.m. the previous day, is unrealistic.

IV—Article 2—Section (I):

Add at the end of clause:

If men are required to work after midnight, they must be notified between 5:00 p.m. and 6:00 p.m. Those who are idle during the afternoon must be informed at 7:00 p.m.

The Board unanimously recommends this amendment as it covers a situation of fact which is prevailing locally.

V—Article 2—Section (q):

Add to this Section the following sentence: "If men do not disembark the ship at meal hours, they shall be paid double time at prevailing rate for that hour."

The same remark applies as in the preceding case.

VI—Article 2—Section (s):

The Union's proposal reads as follows:

Not less than six (6) men to be employed for handling lines when docking, undocking or shifting ships, men to be paid from time ordered out, but not less than two (2) hours at single rate during week days at all times, and two (2) hours double time on Sundays and Holidays. If members of ILA Local 375 are not available, i.e. to be given to Local 1552 ILA.

There is no objection as to the principle expressed in the last sentence of this proposed amendment. But the Board feel that it would be clearer if worded as follows: "If members of ILA Local 375 are not available for work, preference is to be given to Local 1552 ILA."

On the other hand, no agreement could be reached between the members of the Board as to the advisability of amending otherwise the existing article.

The companies' nominee is of the opinion that the companies' proposition on this point, which appears later in this report, should be recommended.

The union's nominee would favour the union's proposal, but suggests that a compromise should be reached by accepting "six (6)" and "four (4)" men, depending on the tonnage of the vessels.

The evidence does not satisfy the chairman that any change should be made in the existing article, one way or the other.

VII General:

Article 3—Section (c) of the Agreement, U-3, dated January 1st, 1959, between the companies and longshoremen, refers to a schedule of working conditions, which appears under the heading "General" and contains clauses numbered from 1 to 26 inclusive.

The Union's demands cover the following:

(1) *Article 2* to read—"walking-bosses to be members of Local 375 ILA."

The reasons given by the union for this proposed amendment are, in substance, the following:

a) That all, except two (2) of the employees, who act either temporarily or permanently as walking-bosses, are members of more or less long standing of Local 375;

b) The Foremen have to belong to the Union;

c) Trouble will be avoided between the Union and Employers, such as arose on September 23rd, 1960, when there was a work stoppage;

d) Should there be a grievance as between the members of the union and companies in relation to walking-bosses, it would be much easier to discuss with the employers and to settle arguments, than if exceptions are maintained as to union membership on the part of walking-bosses.

The chairman and the union's nominee, after having visited the ships, as mentioned earlier, and having spoken with a number of walking-bosses, are convinced that the Union's requests are reasonable, especially seeing that, in the majority of cases, walking-bosses revert to their basic functions in

rotation, which would normally make it awkward for non-members to work alongside companions who are members of the Local.

The companies' nominee dissents on the principle that walking-bosses, being above foremen, should be free to choose whether or not they will belong to the union. Also he believes the evidence presented was inconclusive and unsatisfactory.

(2) Unloading:

a) Articles 13 to 16 inclusive provide for a 5 per cent margin to be permissible over and above maximum slingloads.

The majority of the Board believe that, in this case, as well as in the case of loading, the union has not brought forth a sufficiently convincing argument to allow for a recommendation that this margin be eliminated.

Incidentally, it was alleged by the union that Montreal was the only port where such margin existed, but Exhibits C-6(being the copy of the agreement effective at Saint John, N.B.) and C-7 (being the copy of the Quebec Agreement) rebutted their contention.

The Board, as a majority, do not, therefore, recommend the acceptance of this amendment. The union's nominee is dissenting as follows:

The 5 per cent margin was accepted by the parties in order to resolve exceptional problems. But the Companies have abused this to the point that the slingload is at present not 2000 lbs but rather 2100 lbs, and, therefore, the union's nominee recommends, if the 5 per cent margin is not eliminated, that words should at least be written into the Agreement to prevent further abuses in this connection.

This remark applies to every article of exhibit U-3 in which he said 5 per cent margin is mentioned.

b) As for the addition of one (1) man in the hold, in the opinion of the majority of the Board, the preponderance of the evidence submitted made a good case in favour of the Union's contention, especially in view of the tremendous increase in productivity and in the volume of cargoes handled since after the introduction, in 1936, of mechanization and power equipment on ships, on the wharves and in the sheds.

The union's demand is therefore recommended on this point, the companies' nominee dissenting.

On the other hand, the chairman and the companies' nominee feel that no satisfactory evidence was adduced as to the unloading of imported automobiles.

The Board cannot agree on a recommendation on this point.

(3) *Article 16:*

The majority of the Board feel that the evidence has disclosed that, at the present time, a regular gang for the unloading of all cargoes *overside* into another vessel, comprises nineteen (19) men, and recommend that this may be increased by one (1) man, making it "twenty (20) for a slingload, which shall not exceed 2000 pounds, net weight, of cargoes, 5 per cent margin, except in the case of a single piece and/or package and also except in the case of bagged cargo when the slingload shall not exceed 1800 lbs." The companies' nominee dissents.

(4) *Article 17:*

The union's proposal is acceptable to the chairman and the union's nominee with a slight amendment.

The Article should therefore read as follows:

The Companies and/or the contracting stevedores, "after consultation with the Union's representative", shall have the right, at any time, to increase the slingloads mentioned in Articles 13, 14, 15 and 16 herein, and in such event, they shall increase the number of men in the gang.

The majority of the Board believes that such an increase should not be left to the sole judgment of the companies or contracting stevedores as it is now.

The companies' nominee refers to the original proposal made by the companies that increases in the number of men should be made on a fixed basis proportionate with increases in the slingloads. He would recommend the Companies' proposal (Exhibit C-1-"D", p. 5).

(5) *Loading:*

Elimination of 5 per cent margin on all clauses.

The same remarks apply here as were made concerning unloading, the union's nominee dissenting.

Concerning other items, the Board's recommendations are as follows:

(6) *Article 22:*

The chairman and the union's nominee will agree to twenty (20) men for a regular gang and will add: "except in the case of bagged cargo when the slingload shall not exceed 1800 lbs", the companies' nominee dissenting.

(7) *Article 23:*

The Board, as a majority, the companies' nominee dissenting, are of the opinion that this Article should be amended in the sense indicated by the union in keeping with the

amendment of Article 17 concerning unloading, and seeing that cancellation of the 5 per cent margin has not been agreed to the slingloads, when trucks and trailers are used only in the shed, should not be increased to 1700.

(8) *Article 23 (a)—Palletizing:*

Note was taken of the union's argument to the effect that the work of piling cargo in the shed for loading on board ship by their members should be work belonging to them exclusively.

As a matter of fact, it is alleged that the piling of goods in the sheds is being done presently by employees, the majority of whom are members of Local 375, but who at times are paid fifty-seven (57¢) cents less per hour than other members when doing this work.

Both the Board's visit to the ships and the sheds and the series of photographs, filed as Exhibits U-18-A to U-18-M inclusive, were enlightening on the subject of palletizing.

The union's submission was to the effect that palletizing was at all times the longshoremen's monopoly in the Port of Vancouver, because of the wording of Schedule "A" of Exhibit U-12 (being the "Agreement, Working Conditions, Wage Schedule and Despatching Regulations between the ILA and the SHIPPING FEDERATION OF BRITISH COLUMBIA (p. 17)"). But the chairman and the companies' nominee are of the opinion that this contention is not supported by the very wording of the said Agreement.

Indeed "Dock Work" (as defined on page 18) does not provide for palletizing by Longshoremen, "except when vessels are loading or unloading".

The majority of the Board do not recommend the union's submission on this question. The union's nominee dissents, stating that, in accordance with established practice in the majority of cases, ILA members piling in sheds should receive the same rates of pay as when working on ships.

And now, the Board intends dealing with the companies' proposals.

Companies' Proposals

The companies' proposals are contained in Exhibit C-1 "D" in relation to the following articles of the Agreement:

(1) *Articles 2 (j) (k) (l) (m) (n):*

The companies would make these articles subject to the provisions of Article 3 (b), which reads as follows:

That, *subject to Article 2, Sections (k), (l), (m), mails, baggage, express to be handled on Sundays, week days at all times, and holidays*

(except Labour Day) at the prevailing rate of wages, time to count from the time the men are ordered.

As insufficient evidence was adduced on the part of the companies to clarify the import of such an amendment, it was deemed impossible, by the majority of the Board, to make any recommendations in this connection.

The status quo is therefore recommended, the companies' nominee dissenting.

(2) *Article 2 (s):*

The companies' proposal reads as follows:

Not less than six (6) men to be employed for handling lines when docking or shifting ships of over 2500 net tons; not less than four (4) men for ships over 260' in length and up to 2500 net tons, and not less than two (2) men for ships of 260' in length and under.

For undocking not less than four (4) men for ships over 260' in length and not less than two (2) men for ships of 260' in length and under; men to be paid from time ordered out, but not less than two (2) hours at \$ per hour during weekdays at all times and \$ per hour on Sundays and Holidays at all times.

It is felt by the majority of the Board that it would be awkward for longshoremen to be carrying a measuring tape in order to find out a ship's exact length... whereas it is easy to ascertain the tonnage.

This question has already been dealt with in this report at page 10.

(3) *General Working Conditions:*

The companies propose the following amendment:

Article 3. "Any man found smoking in the hold or *"in the shed"*, pilfering, *"drinking intoxicants"*, or under the influence of liquor while at work, shall be discharged at any time.

The Board are unanimous in feeling that Article 3, as it reads presently, is too stringent in that it would make it *compulsory* that a man be discharged under any of the circumstances therein mentioned.

The Board would therefore unanimously recommend the amending of the existing article by replacing the word "shall" by the word "may", which leaves an opening for a grievance in case of wrongful dismissal, and, under reserve of this suggestion, would recommend that the companies' suggestion be adopted.

The Article as amended would therefore read:

Article 3. Any man found smoking in the hold or in the shed, pilfering, drinking intoxicants, or under the influence of liquor while at work, may be discharged at any time.

(4) *Unloading of a Ship:*

Articles 14, 15 and 16 in the companies' opinion should be amended by bringing the slingload up to 3,000 lbs in the case of two pieces.

No proof having been made as to the expediency of such a change, the Board do not accept the proposal.

The same remark applies to demands of the companies in respect to Articles 19, 20, 21 (a) and (b) and 22, relating to the loading of ships.

(5) *Articles 17 and 23:*

Articles 17 and 23 should be dealt with according to the recommendation made thereon in respect of the union's proposals.

(6) *Article 18:*

As to Article 18, relating to "timber", the Board are in no position to pass upon such a demand.

The same remark applies to Article 24 concerning "rolls of paper".

(7) *Article 25:*

As to Article 25, it would seem that the so-called "unanimous award", dated June 24th, 1953, of the Committee of Arbitration therein referred to, contained conditions which were quite divergent according to whether the said award is mentioned in Exhibit U-3 or in Exhibit C-1 "G".

Under the circumstances, the Board feels that it is in no position to make a recommendation.

(8) *Article 21 (c)—Palletizing:*

Article 21 (c), which is a new proposal, is not acceptable to the majority of the Board.

Arbitration Clause:

The Agreement at present contains an arbitration clause expressed in Section 12.

Pursuant to Section 19 of the Act, the companies made a proposal for a rewording of this clause, and, after studying the same, the Board have come to the conclusion, unanimously, that a combination of the companies' proposals with the clause existing in the expired contract (U-3), with certain additions, should be recommended. The recommendation is therefore as follows:

Article 12: Any dispute as to the interpretation, application, administration or alleged violation of the Agreement and of the Working Conditions herein contained, may first be taken up as a grievance by the longshoremen's representative on the wharves with the Companies' Superintendent and/or Contracting Stevedore, but not with the men.

In the event of failure to resolve the matter within a delay of three (3) days after the grievance has been thus taken up, a meeting of

the steamship Committee and of the Union's representatives will immediately be held in an endeavour to have the matter rectified. Failing satisfactory settlement of the grievance within a further delay of eight (8) days, such dispute shall then be referred to a Board of Arbitration composed of three (3) members: one (1) selected by the companies, one (1) by the Local, and a Chairman selected jointly by the other two (2). If the two (2) members appointed by the parties fail or neglect to make a nomination for a third member, who shall be Chairman of the Board, within five (5) days after the selection of the first such member, the Minister of Labour of Canada, upon notification, in writing or otherwise, by either parties, shall forthwith appoint, as Chairman of such Arbitration Board, a person whom he deems fit for such purpose and notify forthwith with the parties of the name of the Chairman.

Such Arbitration Board shall sit within eight (8) clear days from the notification of such appointment, and shall make a report of its findings and recommendations to the parties within a further delay of fourteen (14) days, unless an extension has been mutually agreed upon by the parties.

A majority decision of the said Arbitration Board shall be final and binding on both parties.

Provided that the said Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

Pending the disposal of any grievance following the above procedure, the men shall continue to work without change in the conditions governing the work.

No official of the Companies or of the longshoremen shall have the right to make any changes in the schedule of Working Conditions.

The parties will jointly bear the fees and expenses of the Chairman of the Board of Arbitration and each of these parties will respectively bear the fees and expenses of any arbitrator representing it in any said Board.

Conclusion

This Board wishes to congratulate the representatives of both parties on the attitude they maintained throughout the sittings as well as on the presentation of their respective arguments.

This Board unanimously endorses the suggestion of the attorneys for both parties that the main question is to try and narrow down the differences which have arisen between the parties.

Differences in working conditions coupled with local idiosyncrasies appear to indicate an intention not to adhere to a strict pattern from Montreal to Halifax inclusively but to establish a fluctuating and adaptable understanding, mindful of such differences, especially on such important questions as working conditions and monetary remuneration.

The recommendations in this Report are not intended to be, and should not be interpreted as precedents applicable to the other four (4) ports.

It is the earnest hope of the members of the Board that this Report may serve its prime purpose, namely, "bringing about a meeting of the minds and a subsequent agreement between the parties in relation to the matters referred to the Board".

The whole respectfully submitted.

Montreal, this 4th day of July, 1961.

(Sgd.) ROGER OUMET,
Chairman

(Sgd.) LOUIS LABERGE,
Member

(Sgd.) ROLAND G. CHAUVIN,
Member

Report of Board in Dispute between

B.C. Air Lines Limited, Vancouver

and

Canadian Brotherhood of Railway, Transport and General Workers

The Board met with representatives of the parties at Vancouver on June 29, 1961. Subsequent meetings of the Board were held on June 30, July 5, July 6 and July 10, 1961.

The submission of the Union, supported by a brief, was presented by William Apps and G. J. Russell.

The submission of the Company, supported by a brief, was presented by Gordon L. Best.

During July, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between B.C. Air Lines Limited, Vancouver and Canadian Brotherhood of Railway, Transport and General Workers.

The Board was under the chairmanship of Reg Atherton, Vancouver. He was appointed by the Minister in the absence of a joint recommendation from the other two members C. Gordon Ballentine and H. B. Hodgins, both of Vancouver, nominees of the company and union respectively. The Report is reproduced here.

The Union proposals, five in number, are as follows:

1. (In amendment to Article 1.1 of the present agreement)

The last sentence shall be amended as follows:

It is understood that a Base Manager/Pilot's time will be spent on administration and promotion excepting for emergencies when he will be allowed to act as a pilot but not to accumulate more than 25 hours per month.

2. (In amendment to Article 1.3 of the present agreement)

The first sentence shall be amended as follows:

During the term of this agreement, the Company will deduct an amount equal to the Union membership dues from the wages of each employee.

The last sentence shall be amended as follows:

The Company agrees to put into effect any change in the amount of monthly union dues to be deducted upon receipt of notification in writing from the Union.

3. (In amendment to Article 3.1 of the present agreement)

Article 3.1 shall be amended as follows:

Each employee shall be guaranteed two consecutive days off duty each week. Fifty hours per week shall be recognized as the maximum number of hours of duty per week during the busy season and forty hours per week shall be recognized as the maximum number of hours during the slack season. Flying time shall be held as equal as possible at outside bases. Where it is not possible to provide two days off per week, a maximum of 60 days will be worked and then the accumulated rest days will be granted.

4. (In amendment to Article 4.2 of the present agreement)

The basic rate of pay shall be amended from \$250.00 per month to \$300.00 per month.

5. (In amendment to Article 4.10 of the present agreement)

A new clause shall be added as follows:

Special types of flying such as fire-fighting or any other such assignments considered to be dangerous by flight personnel in comparison to normal routine flight are to be paid double the mileage rate. This will include any flying in fire-fighting or when external equipment is installed.

The Company's representative produced an audited balance sheet as of April 30, 1960, with profit and loss statement for the fiscal year ended on that date and supporting schedules, and unaudited monthly comparative operating statements for the fiscal years ended April 30, 1960, and April 30, 1961. These reflected a fluctuation in the volume of business during each of the years and in monthly profits or losses; indicated a peak business period in the late summer of each year;

and showed an over-all loss for each of the two years. Using these as its basis, the Company pleaded inability to accede to those proposals which would effect an increase in cost to the Company.

In its brief the Company displayed a comparison of wages and benefits paid to its pilots, with those paid to West Coast Air Services, Pacific Western Airlines (Western Division VFR), Ontario Central Airlines, Ontario Forestry Department, Laurentian Air Services, Eastern Provincial, Austin Airways and Wheeler Airways, and stated that "this increase in cost is unwarranted from competitive basic rates of pay, as shown at Exhibit 6, and also because of the Company's financial position."

The Union in its brief stated: "We have been able to obtain rates for only one other airline employing pilots that operate similar equipment to B.C. Airlines and that do so under a similar set of operating conditions. The Saskatchewan Government Airlines employ roughly the same number of pilots as B.C. Airlines and perform a similar service." The Union brief then displayed a table of wages for Saskatchewan Government Airlines and a table showing those for B.C. Airlines. These showed a base pay for Saskatchewan Government Airlines of \$260.00 per month, rising to \$371.00 per month after four years, and for B.C. Airlines a base pay of \$250.00 per month subject to allowance for seniority of \$20.00 per year of service, and other allowances for qualifications and type of craft flown, to a maximum of \$385.00 per month.

Neither the Company nor the Union brief afforded a direct comparison between the additional hourly flying time pay in the case of Saskatchewan and the mileage pay in the case of B.C. Airlines. However, the Board did not consider this lack to be material as only the basic rate is in dispute, apart from the submission of the Union in regard to special types of flying.

The comparative tables furnished by the Company showed the maximum base pay for B.C. Airlines pilots to be in excess of the base pay for the pilots of the two other companies shown as operating in B.C.

In regard to the Union's proposal for a limitation of Base Manager/Pilot's flying time, the Company's representative submitted that the Company must have considerable freedom of action in view of the size and dispersal of its operation and the small units at some of its bases, but indicated willingness to consider compromise.

The present agreement contains a provision for voluntary check-off of union dues. In speaking to the Union's proposal that the agreement be amended to provide for compulsory check-off, the Company's representative indicated the Company's willingness to accede only in the absence of any and all items which would increase the Company's cost of operation.

The Company's representative opposed the request for amendment of the agreement to provide for two consecutive days off duty as being a cost item to the Company, stating that their operation is carried on at eight bases, five of which are one pilot bases. The Union representatives did not agree that this was a significant cost item. The Board was informed that at locations where several pilots are based, most pilots are, and for some time have been enjoying more than the one day off per week provided in the current agreement. This has come about through co-operation between the Pilots and the Base Manager/Pilot in the scheduling of work.

The Union Representatives in their presentation of their proposal for payment of double the normal mileage rate for special types of flying submitted that as such special types of flying are charged at a special rate to the customer, and that such special types of flying are more hazardous than routine flying, the pilots should be paid a portion of the special rate charged.

The Company's representative stated that the Company is now paying 2¢ per mile additional to the rate scheduled in the current agreement for water-bombing flying, and would accede to 2¢ per mile being written into the agreement.

It was brought to the attention of the Board that the Pilots are concerned by the possibility of the Company reducing the current route mileages on which mileage for pay purposes is calculated with a consequent reduction in pilots' earnings. The Company's representative stated that the Company had no intention of altering the mileage schedule during the life of this agreement.

The Board considered the expiry date of the present agreement, August 31, 1960, and the contract period for the new agreement, and heard representations from both parties as to availability of representatives of each for negotiations. It also noted that this operation is subject to significant seasonal fluctuation, with the peak operation being in late summer, and annual vacations being taken in the off season.

The Board recommends as follows:

Union proposal No. 1: (Limitation of Base Manager/Pilot's flying time.)

THAT the agreement be amended to provide that a Base Manager/Pilot be permitted to fly no more than 30 revenue flying hours per month except in case of emergency or by agreement with the Union Committee.

Union proposal No. 2: (Compulsory check-off of union dues.)

THAT the agreement be amended to provide for compulsory check-off of union dues only.

Union proposal No. 3: (Two consecutive days off duty per week.)

THAT this request be not granted, but that the present practice of scheduling by co-operation between the Pilots and the Base Manager/Pilot, so as to effect two consecutive days off duty where possible, be continued as an alternative to a guarantee of two days off duty per week.

Union proposal No. 4: (Basic pay increase.)

THAT this request be not granted.

Union proposal No. 5: (Double the normal mileage rate for special types of flying.)

THAT the agreement be amended to provide that an additional 2¢ per mile above the schedule included in the present agreement be paid for water-bombing flying time.

Calculation of route mileages for pay purposes:

THAT the Company give assurance to the Union by way of a new clause in the agreement or by letter of understanding that there will be no reduction in current route mileages for pay purposes during the life of the agreement.

While the term of the proposed new agreement was not referred to the Board as a matter in dispute, the Board is of the opinion that it should be extended beyond August 31, 1961 for the following reasons: (1) The Board is not recommending any change in pay rates at this time. (2) It seems unlikely that the position of the Company will have improved sufficiently by that date to change the Company's attitude or arguments in any degree, and therefore the most likely result would be that the two parties would open negotiations again with no more possibility of agreement than now exists. However, the Board feels also that extension of the contract for a full year from either this

date or from September 1, 1961, with some of the Union's demands unsatisfied, might be considered as unfair to that party, particularly if substantial improvement in the Company's financial position were to develop in the period. The Board accordingly recommends:

THAT the termination date of the agreement be May 31, 1962.

Mr. H. B. Hodgins, the nominee of the Union, dissents in part and has informed the Board that he will file a minority report.

Dated this 11th day of July, 1961.

(Sgd.) REG. ATHERTON,
Chairman.

(Sgd.) C. G. BALLENTINE,
Member.

MINORITY REPORT

The Board heard submissions by the two parties on June 29, 1961 and subsequent meetings of the Board Members only were held on June 30, July 5, July 6 and July 10, July 11, 1961.

In the initial meeting wherein the Board heard representation from the two parties it was agreed by the parties that only the following points submitted by the Union were in dispute.

Points in Dispute are Union's Requests

Article 1.1—The last sentence shall be amended as follows: "It is understood that a Base Manager Pilot's time will be spent on administration and promotion excepting for emergencies when he will be allowed to act as a Pilot but not to accumulate more than 25 hours per month."

Article 1.3—The first sentence shall be amended as follows: "During the term of this agreement, the Company will deduct an amount equal to the union membership dues from the wages of each employee." The last sentence shall be amended as follows: "The Company agrees to put into effect any change in the amount of monthly union dues to be deducted upon receipt of notification in writing from the Union."

Article 3.1—Shall be amended as follows: "Each employee will be guaranteed two consecutive days off duty each week. Fifty hours per week shall be recognized as the maximum number of hours of duty per week during the busy season and forty hours per week shall be recognized as the maximum number of hours in the slack season. Flying time shall be held as equal as possible at outside bases. Where it is not possible to provide two days off per week, a maximum of 60 days will be worked and then the accumulated rest days will be granted."

Article 4.2—The basic rate of pay per month shall be amended from \$250.00 per month to \$300.00 per month.

Article 4.10—A new clause shall be added as follows: "Special types of flying such as fire fighting or any other such assignments considered to be dangerous by flight

personnel in comparison to normal routine flight are to be paid double the mileage rate. This will include any flying in fire fighting or when external equipment is installed."

The following therefore is my minority report in respect to the above matters.

Article 1.1—I concur with my fellow Board Members in their recommendations and therefore recommend the following:

That the Agreement be amended to provide that a Base Manager Pilot be permitted to fly no more than 30 revenue flying hours per month except in the case of emergency or by agreement with the Union Committee.

Article 1.3—Here again, I concur with my fellow Board Members and recommend the following:

That the Agreement be amended to provide for compulsory checkoff of union dues only.

Article 3.1—I disagree with the recommendations contained in the majority report and recommend that Article 3.1 of the present agreement be amended to provide for the following:

Each employee will be granted two consecutive days off each week. Where it is not possible to provide two days off per week a maximum of sixty days will be worked and then the accumulated rest days will be guaranteed. The maximum period of sixty days worked may be extended by agreement between the Company and the Union Committee as established in Article 13.1.

My reasons for recommending the above are as follows: Evidence submitted to the Board indicated that all other employees of the Company except pilots presently and have enjoyed for some period of time the five day, forty hour work week. It was also pointed out that the majority of pilots have enjoyed two days' off per week by scheduling their days off through their Base Manager and in so doing have not disrupted the efficiency of the Company's operations. It is generally known that some

of the other V.F.R. pilots employed by other firms also enjoy two consecutive days off at this time by a similar arrangement with their respective Companies.

In support of my recommendation I would also like to draw to the attention of the pilots concerned that the eight hour day, forty hour week and five day work week is a common and almost universal condition throughout all industry in the Province of British Columbia and certainly exists on a similar basis as requested by the Union in other fields of transportation such as rail-ways, truck and water transportation systems. Although the two consecutive days off is not stipulated in most of the other air transportation collective agreements it nevertheless is practiced and in effect in some of the I.F.R. operations. Maximum flying time of eighty-five (85) hours is normally reached within the first three weeks of the month and in these cases pilots working for I.F.R. firms actually enjoy more time off than the two days requested herein by the Union.

It is my firm conviction that if B. C. Airlines implemented this condition for their pilots the remaining firms in British Columbia operating in the V.F.R. field will immediately grant the same concession to their pilots where it is not now in effect. As B.C. Airlines is one of the major firms in this field, it is normal to expect the larger firms to provide these conditions and set a precedent in the industry for smaller competitive firms to follow. The Union's request for two days off per week is a fair and equitable request when one considers the fact that because of the nature of the industry the pilots employed by the Company do not enjoy such common working conditions as paid statutory holidays at the time they occur; vacations with their families during the summer period; no overtime pay for hours worked beyond eight hours per day and forty-four hours per week as is normally required by law for other British Columbia industries.

It must also be considered that with the improvement now being made in the air transportation field such as faster flying aircraft and better operational equipment that improves the efficiency of the Company's operations that a portion of the value of this improvement factor should go toward the employees who work in the industry in the way of better working conditions and wages.

I am in complete agreement with the Union's submission that adequate rest and relaxation for pilots away from the job

is necessary to provide the safety measures required in this particular type of flying.

It appears that the skill, ability and awareness of I.F.R. pilots and the conditions of the aircraft are the two major safety factors involved to insure against serious accidents that in most instances would involve the loss of life.

I felt it is the responsibility of the Company to do everything practical and possible to eliminate any and all unsafe working conditions, and in this particular instance the required two days' off per week is a reasonable necessary safety requirement that can easily be implemented by the Company at a reasonable cost.

Article 4.2—In respect to the Union's request that the present base rate of \$250.00 per month be increased to \$300.00 per month, I make the following recommendations:

1. The present base rate of \$250.00 per month be increased by five (5) percent effective January 1, 1961.

2. That effective December 1, 1961, the base rate be increased by an additional five (5) percent non-pyramiding.

The above wage increase recommendations are based primarily on the following reasons:

During the Board's proceedings the Union contended that the wages presently being paid were less than the wages paid pilots performing the same work during a two year period between 1954-1955. Remuneration during this period was paid to the pilots on a guaranteed monthly salary basis and was in excess of the top average earnings of the pilots during the past year. This virtually means that the take home pay of the pilots is now considerably less than their former earnings even though the cost of living over the past five years has increased considerably and that the productivity of the pilot also increased during this period.

In recommending a wage increase I have also considered the fact that the last collective agreement between the Company and the Union did not provide an across the board wage increase to the employees involved and that the Company should recognize and consider that the lack of wage increases in the last agreement was an indirect subsidy by the employees to the Company's benefit and that the Company has had sufficient time and opportunity to re-organize its operational cost to provide a wage increase this year.

Companies who normally find themselves in a position of not enjoying a healthy profit position must realize that the argument of inability does not solve

the employees' problems of having to support families in a reasonable manner with the cost of living increasing.

Hereto it can be argued and properly so that wages are as much and as necessary an operating cost as equipment. During the Company's submission, the Company Representative pointed out that the outlook for the Company was one of improvement and it was generally accepted that the general growth in air transportation would undoubtedly improve the position of this Company in the not too distant future.

Article 4.10—I concur in the Union's request that dangerous flying such as fire fighting be paid for at double the mileage rate. Evidence was introduced to the Board that the Company recognizes that special types of flying such as fire fighting is abnormal and contains a considerable degree of risk to their equipment and to pilot personnel involved. It is the present practice of the Company to charge an additional charter cost of \$10.00 per hour for their equipment used during special types of flying.

Evidence was submitted to the Board that the speed of the aircraft used by this Company would average 100 miles per hour and that the Company by charging \$10.00 per hour extra charter fee are actually receiving an additional ten cents per mile for the use of their equipment.

At the present time the Company provides pilots assigned to dangerous flying an additional two cents per mile, this would indicate that the pilots presently receive one-fifth (1/5) of the premium charged by the Company which I feel is not adequate compensation to the men who must take considerable risk in performing these services for the Company.

I therefore feel that the danger premium should be increased to at least fifty (50) percent which would amount to eight (8) cents per mile and if the Company's charter costs increased for such types of flying then the men who work under these dangerous conditions should also enjoy a respective portion of the premium charged by the Company.

Calculation and Route Mileage for Pay Purposes

I concur with the recommendation of my fellow members on the Board that the present established methods of calculating mileage for pay purposes should not be changed for the duration of the life of this agreement.

Termination Date

I recommend that the termination date of the Agreement by May 31, 1962.

Dated this 24th day of July 1961.

(Sgd.) H. B. HODGINS,
Member

Canadian Railway Board of Adjustment No. 1 Releases Decisions in Six Recent Cases

The Canadian Railway Board of Adjustment No. 1 has released its decisions in five cases heard on June 13 and in one case heard on June 28.

The latter was heard in the presence of a referee, Prof. Bora Laskin, Q.C., and concerned a dispute over the payment of transfer fees and commissions for handling of express business, covered by a contract between a union and a company using the employees of another company for this operation. This case involved legal interpretation of the governing labour agreement and was the first instance in which the Board requested the Department of Labour to appoint a referee when it was unable to reach a majority decision.

Other cases concerned claims of a conductor and crew for excess time when tied up; claims of three crews for a day's pay in addition to mileage earned; a claim

of a conductor and crew for work in an industrial yard at yard rates, in addition to their turnaround service payments; and a fireman's claim for an additional 200 miles at yard rates for service affected by a changed schedule.

Another case dealt with a conductor assessed demerit marks for insubordination.

The Board sustained the employees' contention in two cases but did not sustain it in three cases. In one case the Board reduced the demerit marks assessed.

Summaries of the six cases, Nos. 760 to 765, are published below.

Case No. 760—*Dispute between Algoma Central and Hudson Bay Railway Company and Brotherhood of Railroad Trainmen over a claim by a conductor and crew for time in excess of eight hours when tied up.*

A conductor and crew were ordered for snow train service, to plow and spread

main track, sidings, and yard on the Soo Subdivision between Steelton and Frater. The distance between the two points is about 100 miles.

The work started at 6:00 a.m. on the day when ordered, and continued until 5:30 p.m., when the crew completed the clearing of sidings and yard tracks to Batchewana, on about 80 miles of the tracks. At that time, work was suspended for the day and the crew was run to Frater, plowing the main track only, where it tied up for the night at 7:00 p.m.

The following day, the crew was ordered to resume plowing and spreading where it left off the previous day, and to continue from Frater to Hawk Junction. The work was completed at 6:50 p.m., when the crew tied up.

Time on duty, including preparatory and tie-up time, was 13 hours and 30 minutes the first day, 12 hours and 50 minutes the second day. The total time for which the crew was tied up at Frater was 11 hours.

The crew claimed pay for the three hours in excess of eight hours when tied up, but their claim was denied by the company.

The employees' contention was based on an article of the current agreement providing an hour-for-hour payment to crewmen who tie up for more than eight hours at a point between the initial terminal and the point for which called. The article specifies that, when a crew is ordered for a turnaround trip, the turning point or any intermediate point will be considered as being between terminal points.

In this case, the crew claimed, Frater is not a terminal in the Soo Subdivision, and since the crew was used to plow the entire subdivision, it was not in turnaround service and was entitled to payment after being held eight hours.

The company contended that this crew was ordered to Frater the first day and, since they were run into Frater from Batchewana to tie up, they cannot claim being tied up between the initial terminal and the point for which called. Text of the original order was supplied by the company as evidence.

The Board did not sustain the contention of the employees.

Case No. 761 *Dispute between Algoma Central and Hudson Bay Railway Company and Brotherhood of Railroad Trainmen over claims of three crews for minimum day's pay in addition to mileage earned, when schedule was changed without rebulletin for the assignment.*

Freight service assignments in the Northern Subdivision were advertised by two separate bulletins: one for three conductors and six brakemen to handle trains Nos. 5 and 6 between Hawk Junction and Oba, home terminal Hawk Junction; and the other for one conductor and two brakemen to handle daily trains between Hearst and Oba, home terminal Hearst.

Later, the company cancelled the second bulletin and the crews assigned to the positions advertised in the first bulletin were used to fill the cancelled bulletin's requirements in addition to their own.

The employees protested that, according to an article of the current agreement, the runs should have been rebulletined, but the company declined to re-advertise and to pay the crew's claim for a minimum day's pay in addition to mileage earned handling trains to which they had been assigned in accordance with the first bulletin. The crews were compensated as in continuous service.

The employees contended that these jobs were changed, after the bulletins were closed, from a run of 80 miles each way to a run of 131 miles each way, and therefore should have been rebulletined.

The company's contention was that the article of the agreement cited by the employees does not apply to crews in pool freight or unassigned service, but only to crews on regular runs. The first bulletin concerned pool freight service, and the company believed it had the right to operate the crews in continuous service over the entire subdivision.

The Board pointed out that, after the second bulletin was withdrawn, rebulletin was neither required nor forbidden by the article cited, as it did not apply to pool freight service. Nevertheless, the employees' request for rebulletin was reasonable.

The contention of the employees for payment of a minimum day instead of continuous service was sustained.

Case No. 762—*Dispute between Algoma Central and Hudson Bay Railway Company and Brotherhood of Railroad Trainmen over demerit marks assessed a conductor for insubordination.*

A conductor who had 48 cars of sintered ore sitting on the main line was instructed to give 20 cars to another conductor who had his van on the east end of the main line at the same time. Ten minutes after he received these instructions, the other conductor left with only the van.

The employees contended that the conductor did not refuse to follow instructions

and that, if the other conductor was willing to take 20 cars of ore with him, all the yardmaster had to do was to tell him to take the first 20 cars off the main line.

The company stated that the conductor's failure to follow the yardmaster's instructions about switching movement resulted in unwarranted delay of his own train and, in consequence, involved the company in loss of tonnage to be handled by a second crew.

The company contended that no employee has a right to act otherwise than according to proper instructions by his supervisors, with the quickest possible despatch and subject to no arbitrary argument.

Upon receiving additional written and oral evidence, the Board decided that, under the circumstances, the assessed discipline of 30 demerit marks was too severe and should be reduced to 20 demerit marks.

Case No. 763—Dispute between Canadian National Railways (St. Lawrence Region) and Brotherhood of Railroad Trainmen over a claim by a conductor and crew for eight hours at yard rates for placing cars from their train on an industrial siding while in turnaround service.

A conductor and crew in turnaround service, were ordered to handle an extra train consisting of 26 cars, 15 of which were destined for an industrial siding at the turnaround point. On arrival, the crew was required to switch out these 15 cars, run with them approximately two miles, remove empty cars from the unloading track at the plant and place them on another track, and then spot the loads for unloading. The crew claimed payment of eight hours at yard rates for work at the siding, but their claim was not approved by the company.

The employees cited articles in the current agreement that provided that yardmen were entitled to all switching, transfer and industrial work within recognized switching limits, and that trainmen performing yardmen's work, at points where yardmen are employed, will be paid yardmen's rates.

The company emphasized the following clause in one of the articles cited by the employees: "but this is not intended to prevent trainmen from performing switching incidental to their own train or assignment."

The company contended that, as the work was done on a Saturday, when yardmen are not employed, and therefore cannot be considered work to which yardmen are entitled, and as it was a part of turnaround

service to accommodate a client's urgent request, the rule cited by the employees did not apply.

Including the switching work, they spent only 4 hours and forty-five minutes on duty, the company pointed out. They were paid 105 miles at freight rates for 46 miles actually run. Furthermore, the switching was incidental to their own train and essential to performance of the service.

The contention of the employees was not sustained.

Case No. 764—Dispute between Canadian Pacific Railway Company (Atlantic Region) and Brotherhood of Locomotive Firemen and Enginemen over a fireman's claim for an additional 200 miles at yard rates when held back from his regular assignment.

A fireman worked his regular 8.00 a.m. assignment until notified by telephone that he was being held back to man another assignment at 1.30 p.m. each day, made necessary when steam power had to be used because diesel power was not available.

The first two days after he received his new assignment, the fireman worked on his regular assignment from 8.00 a.m. until about 2.00 p.m., when he was ordered to cover the assignment on the steam engine.

On both dates, the fireman submitted claims for 100 miles yard service from 8.00 a.m. until 2.00 p.m. and an additional 100 miles for service on the new assignment. The company paid his claims for the new assignment only.

The employees pointed to an article of the current agreement stating that eight hours or less shall constitute a day's work, and contended that the fireman was entitled to both claims because he was required, after being on duty for six hours, to fire a steam engine on the transfer assignment for eight additional hours.

The company contended that the fireman persisted on covering his regular assignment both days despite the instructions from the calling bureau that he was being held to protect the steam locomotive at 1.30 p.m. each day.

The company cited a memorandum of agreement with the Firemen that applies when a fireman (helper) in spare, pool, yard, transfer, or other assigned service is withheld to protect a locomotive in passenger service or a steam locomotive. In this case, holding the fireman back to protect the steam transfer assignment was justified by the circumstances, and the fireman was fully aware of the reasons why he was being held back from his own regular yard assignment. If he still insisted, on his own

volition, to cover his regular assignment when he was not required to do so, he was entitled only to payment of the time in excess of the four hours under this "hold back" agreement, that is, from 12 noon up until he took over the transfer assignment at 1.30 p.m., and from then on, payment for the full time on this assignment.

When additional evidence was presented by both parties before the Board, it was found that the employees were unable to obtain the company's assurance that the "hold-back" agreement was being implemented at that time. Although the Board considered unfortunate the company's failure to give such assurance, the correctness of applying this agreement in this case was upheld by the Board and the contention of the employees was not sustained.

Case No. 765—*Dispute between Canadian Pacific Express Company and The Order of Railroad Telegraphers over the payment of express commissions and transfer fees to CPR station agents handling express business.*

The Order of Railroad Telegraphers, representing CPR station agents, in 1947 signed an agreement with the Canadian Pacific Express Company, concerning commission payments and transfer fees for handling express traffic.

The agreement provided for remuneration to CPR station agents for such service in the form of commissions and transfer fees. Canadian Pacific Railway Company station agents were designed in this context as Joint CPR and Express Agents.

The agreement was to remain in force subject to 30 days notice in writing from either party of its desire to revise, modify or terminate it. Without serving notice, in 1959 the Express Company discontinued the payment of these fees to certain station agents on Vancouver Island. The next year it discontinued them to agents elsewhere in British Columbia. Since then, however, the handling of traffic previously classified as "express" remained among the duties of station agents.

The ORT protested to the Express Company on behalf of the agents that this practice was a violation of the terms of the 1947 agreement, which, because the Company did not serve notice on the ORT about its intention to modify it, remained valid and binding.

When the dispute was placed before the Board, the employees contended that, as long as the Express Company continues to operate as a common carrier with its own corporate entity in the province, it

must continue to respect the terms of the 1947 agreement and to pay all commissions and transfer fees to CPR employees entitled to them in compensation for handling the express business. As evidence of the continuation of the Express Company's entity, the ORT cited the continuous use of C.P. Express stationery and forms in transacting the express business.

The company's contention stressed the following points:

—The repudiation of the express commission payments and transfer fees was brought about only in stations included in the Canadian Pacific Railway integrated territory, where all the traffic that would be handled elsewhere by the Express Company was taken over by the CPR Merchandise Services Department.

—The 1947 agreement covers services rendered to the Express Company by CPR station agents, but because the Express Company does not operate in the integrated territory, there are no Joint CPR and Express Agents within this area. CPR station agents in the integrated territory do not therefore render their services to the Express Company, but to the Merchandise Services Department of their employer, the CPR, as part of their regular duties.

—The name of the Express Company continues to be used on documents relating to this traffic because of transitional accounting problems involving traffic moving between the two territories and because of the necessity to preserve the corporate name.

The Express Company further contended that an article of the current agreement between the CPR and the ORT provides for adjustment of rates paid to the CPR employees when they handle Express Company's business. These rates were discussed by meetings and correspondence between the CPR and the ORT from July 1959 until March 1961, when the dispute between the Express Company and the union was placed before the Board.

The Express Company denied any violation of the 1947 agreement as the payments to Joint CPR and Express Agents have not been discontinued outside the integrated area, as no Joint Agents exist in the integrated area, and as the Express Company is not the handler of express traffic in the territories served by the CPR Merchandise Services Department.

The Board, unable to reach a majority decision at the first hearing in April, asked the Minister of Labour to appoint a referee.

This was the first case in which the Board found this step necessary since its establishment in 1918.

The referee, Prof. Bora Laskin, Q.C., heard additional evidence by both parties at the second meeting of the Board and noted that there was no material difference between the contestants as to the relevant facts, the issue being rather a question of legal interpretation of the governing collective agreement.

In his award, Prof. Laskin discussed the question of "job ownership" as related to the employer's status and identity; the nature of a collective agreement as a contract between an employer and a trade union, not an individual worker; and the relationship of employees to two employers under different collective agreements and covering different operations at the same time.

He noted that, as long as an employer continues to conduct business of the same nature and as long as that work continues to be performed by the same employees, even if he has withdrawn from conducting it as a primary employer and has contracted some other entity to act on his behalf, the business still belongs to the original employer and not to the agency. Whether the former's stationery is used or not is beside the point.

An employer who enters into a collective agreement with a trade union cannot subvert that collective agreement by purporting to hire employees to do that work outside the terms of the collective agreement; neither can he subvert it by interposing a third party as operator of the business while he remains the principal on whose behalf the business is being conducted. However, the employer is not obliged to stay in business for the convenience of employees or trade

union, and if he retires or sells his business, he cannot then be held in breach of a collective agreement on that account.

A collective agreement is not a contract of employment of individual workers. They may be entitled to the work available, but they will not be guaranteed work for any prescribed period. However, where an employer has a business in respect of which he has a collective agreement with an employees' organization, he cannot escape his obligations by contracting an agent to operate the business on his behalf. The business remains the employer's and the obligations of the collective agreement remain his as well.

No members of the ORT are employed exclusively by the Express Company. A person employed by the CPR Company as a station agent becomes a Joint CPR and Express Agent for the purpose of the 1947 agreement by being assigned and accepting duties in connection with the express business of the Express Company.

While the CPR acts as the agent of the Express Company in carrying on express business in the CPR integrated territory, on behalf of, and at rates set by the Express Company, the express business still belongs to the Express Company because in none save in an operating sense is the business in the hands of the CPR.

The referee's view, therefore, was that the Express Company cannot escape the obligations of its 1947 agreement with the ORT, is bound by it even in the CPR integrated territory, and must continue to pay the commission and transfer fees to Joint Agents for handling of express business in British Columbia.

The referee's award constitutes the decision of the Board.

Technological adjustment pay (TAP) for workers displaced by technological change is provided for in a new three-year contract signed by Armour & Company and two unions in the United States representing a total of 15,000 workers. The contract is the outcome of ideas developed by the Armour Automation Committee, which was established two years ago by the Company and the two unions concerned—the United Packinghouse Workers and the Amalgamated Meat Cutters and Butcher Workmen.

The contract calls for a graduated scale of 26 to 39 weeks pay at \$65 per week, including unemployment compensation and wages received on other jobs, for workers laid off through the closing of plants or departments. Employees with five years' service are eligible for the payments for 26 weeks; those with 25 years or more seniority, for the maximum of 39 weeks pay.

The company agrees to give three months notice before closing down any operations, and during that time employees may apply for transfer to other jobs. If a transfer cannot be arranged, TAP comes into effect. Workers eligible for pension or severance pay have the alternative of taking TAP instead.

LABOUR LAW

Legal Decision Affecting Labour

The Supreme Court of Canada rules that peaceful picketing directed at causing a strike in violation of the Labour Relations Act is an actionable conspiracy

On April 25, 1961, the Supreme Court of Canada affirmed a judgment of the New Brunswick Supreme Court, Appeal Division (L.G. June, 1960, p. 605) affirming with a variation the judgment of a trial judge granting damages and an injunction restraining peaceful picketing. The Supreme Court held that where union organizers, with some other union members, combine to obtain union recognition from an employer by resorting to peaceful picketing and strike without prior compliance with the provisions of the Act respecting certification, they pursue a lawful object by concerted use of unlawful means and are liable at common law in damages for a tortious conspiracy.

In July 1958, Foundation Maritime Limited, under contract with the Department of Public Works of Canada, was engaged in the construction of a wharf at Saint John, New Brunswick. Although their unions were not certified as bargaining agents, the representatives of the International Brotherhood of Teamsters; the International Hod Carriers', Building and Common Labourers' Union of America; and the International Union of Operating Engineers requested the company to recognize them as representing the units of the company's employees and to bargain collectively with a view to entering into collective agreements. The unions asked for recognition, claiming more than 50 per cent of the workers as their members. The company refused to recognize the unions until they had obtained certification under the Labour Relations Act.

As a result, pickets were placed on the sites where the construction was in progress and the placards which the workmen were carrying read: "Engineers, Teamsters and Labourers on strike against Foundation Maritime Limited". The work stoppage that followed lasted 5 days until an injunction

against picketing was issued and the work was resumed.

The trial judge was of the opinion that the cessation of work was a strike which was unlawful as being contrary to the provisions of S. 22(1) of the Act; that to induce and persuade the employees not to report for work was a tortious interference with the contractual relations existing between the company and its employees; that there was evidence of intimidation by the picket line and the picketing itself in support of an illegal strike was unlawful. He awarded damages in the sum of \$22,712.39 (L.G. June, 1959, p. 616).

On appeal, the court agreed that there was a strike within the meaning of the Act. However, the evidence did not support the charge of intimidation, but there was evidence that Gagnon and other defendants had conspired together to injure the company in its trade or business. Also, the Court held that, as the strike itself was unlawful, the picketing was unlawful. But the damages awarded were considered to be excessive and were reduced to \$12,500 (L.G. June, 1960, p. 605).

Mr. Justice Locke of the Supreme Court of Canada, rendering his judgment, noted that the New Brunswick Labour Relations Act provides the means whereby a trade union may be certified as a bargaining agent on behalf of employees, negotiate with the employer and enter into a collective agreement. It was shown that none of the unions claimed to be represented by the defendants had been certified as bargaining agents for any of the employees concerned. He noted that the word "strike" is defined in the Act to include "a cessation of work or refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding". And the expression "to strike" is defined to include "to cease work, or to

This section, prepared by the Legislation Branch, reviews labour laws as they are enacted by Parliament and the provincial legislatures, regulations under these laws, and selected court decisions affecting labour.

refuse to work or to continue to work, in combination or in concert or in accordance with a common understanding". Section 2(3) of the Act reads in part: "For the purposes of this Act, a "unit" means a group of employees."

Section 22(1) reads:

No employee in a unit shall strike until a bargaining agent has become entitled on behalf of the unit of employees to require their employer by notice under this Act to commence collective bargaining with a view to the conclusion or renewal or revision of a collective agreement and the provisions of Section 20 (which provides for the appointment of a conciliation board), or as the case may be, have been complied with.

Section 23 reads:

A trade union that is not entitled to bargain collectively under this Act on behalf of a unit of employees shall not declare or authorize a strike of employees in that unit.

Section 39 provides, *inter alia*, that every trade union that declares or authorizes a strike contrary to the Act is guilty of an offence and liable to a penalty, and Section 40 provides, *inter alia*, that every person who does anything prohibited by the Act is liable to a fine.

In Mr. Justice Locke's opinion, Gagnon and others, the defendants in the case under review, decided to ignore the provisions of the Act and to endeavour to compel the company to negotiate with their unions by bringing about a stoppage of work. The statement exhibited in the placards while the picketing was in progress that there was a strike was untrue, to the knowledge of all of the defendants who took part in the picketing. Also, there was no dispute between the company and any of its employees of the kind commonly known as a trade dispute. Mr. Justice Locke agreed with the trial judge and with Mr. Justice Bridges of the Appeal Court that the action of the defendants in causing or inducing the employees to cease work was a tortious act for which they were liable in damages. The purpose of setting up the picket line was to inflict injury upon the company by halting the work for the purpose of compelling it to contract with the unions which, as far as the evidence goes, represented no one.

The company claimed that Gagnon and others wrongfully and maliciously conspired and combined amongst themselves to procure and induce the company's employees to abstain from continuing in its employment. In Mr. Justice Locke's opinion, the evidence showed that the actions of the defendants, while not malicious, nevertheless were carried on in combination for

the purpose of causing injury to the company by unlawful means. The company, by virtue of its contract, was entitled and was required to enter upon the premises of the Crown for the purpose of carrying on the work of construction and to do so without interference by the defendants or anyone else with the entry of its employees upon the premises. The conduct of the defendants in this respect, according to Mr. Justice Locke, was a private nuisance and, as damage resulted, actionable.

In *Clerk & Lindsell on Torts*, 11th ed., p. 560, "nuisance" is defined as:

An Act or omission which is an interference with, disturbance of or annoyance to a person in the exercise of enjoyment of (a) a right belonging to him as a member of the public, when it is a public nuisance, or (b) his ownership or occupation of land or of some easement, quasi-easement, or other right used or enjoyed in connection with land, when it is a private nuisance.

The company, by virtue of its contractual relationship with the Crown, had an easement in the nature of a right-of-way across the property of the Crown in order to carry on its work, and that right was interfered with.

Further, Mr. Justice Locke referred to *J. Lyons and Sons v. Wilkins* (1899), 1 Ch. 255, where the headnote reads:

Per Lindley M. R. and Chitty L. J.: To watch or beset a man's house, with the view to compel him to do or not to do that which it is lawful for him not to do or to do, is, unless some reasonable justification for it is consistent with the evidence, a wrongful act: (1) because it is an offence within S. 7 of the Conspiracy and Protection of Property Act, 1875; and (2) because it is a nuisance at common law for which an action on the case would be; for such conduct seriously interferes with the ordinary comfort of human existence and the ordinary enjoyment of the house beset.

Section 7 of the Act referred to is to the same effect as Section 366 of the Criminal Code, 1953-54 (Can.), c. 51. There was in Section 7, an exception from the penal provisions dealing with watching or besetting, which read:

Attending at or near the house or place where a person resides, or works, or carries on business, or happens to be, or the approach to such house or place, in order merely to obtain or communicate information, shall not be deemed watching or besetting within the meaning of this section.

To the same effect is the exception in Section 366 of the Criminal Code. In the *Lyons* case, it was held upon the facts that the conduct of the defendants did not fall within the exception.

In the *Quinn v. Leatham*, (1901) A.C. 495 at p. 541, Lord Lindley said that "there are many ways short of violence, or the threat of it, of compelling persons to act in a way which they do not like. There are annoyances of all sorts and degrees: picketing is a distinct annoyance, and if damage results in an actionable nuisance at common law, but if confined merely to obtaining or communicating information it is rendered lawful by the Act (S. 7)".

Referring to the *Aristocratic Restaurant* case (L.G. 1951, p. 1553), Mr. Justice Locke noted that the claim that the conduct above mentioned was a private nuisance was rejected by the majority of the court by reason of the provisions of Section 3 of the Trade-unions Act, which provided, *inter alia*, that no officer, agent or servant of a trade union or any other person should be liable in damages for persuading or endeavouring to persuade by fair or reasonable argument, without unlawful threats, intimidation or other unlawful acts, any person to refuse or become the employee or customer of any employer. As there is no such statutory provision in New Brunswick, Mr. Justice Locke concluded, the *Aristocratic Restaurant* case does not affect the matter under consideration.

Mr. Justice Ritchie, in his reasons for judgment, noted that although the picketing itself was peaceful, it would be totally unrealistic to regard it as an exercise of any right of employees to peacefully inform other persons that they were on strike. There was no evidence that there was anything in the nature of a strike in progress before the placards were paraded and the picket line established. In his opinion, the purpose of the picketing and parading of placards was not to inform other people that a strike existed, but rather to create a situation which would result in a cessation of work, constituting a strike within the meaning of the Labour Relations Act, Section 1(p), and thus to achieve recognition for unions which were not prepared to comply with the provisions of the statute regarding certification.

Further, Mr. Justice Ritchie noted that the judgment of the trial judge which declared the strike and picketing to have been unlawful, awarded damages in the sum of \$22,712.39 and granted an injunction against picketing, was based on the grounds that the employees had been intimidated by the pickets, that there had been a tortious interference with the company's contractual relations with its employees and

with the Department of Public Works, and that any picketing in furtherance of an illegal strike should be restrained.

The Appeal Division of the Supreme Court of New Brunswick, in affirming the decision of the trial judge, subject to a reduction of the damages to the amount of \$12,500, based its decision on the ground that Gagnon and others had brought about a strike in contravention of the Labour Relations Act and had thus employed unlawful means to achieve their object so as to make them parties to an actionable conspiracy and liable for the damages and subject to restraint by injunction from repetition of any acts in furtherance of such unlawful means.

In Mr. Justice Ritchie's opinion, a conspiracy consists not merely in the intention of two or more but in the agreement of two or more to do an unlawful act or to do a lawful act by unlawful means. The essence of the crime of conspiracy lies in the agreement itself, which may be punishable, although no action has been taken in this respect, but the tort of conspiracy sounds in damages and is concerned only with the effect upon others of steps taken to carry out such an agreement. Gagnon and others had formed a common design to obtain recognition for the uncertified unions, which would not in itself have been unlawful, but they had agreed to achieve this end by organizing and creating a stoppage of work at the company's premises. In carrying out this design, they enlisted the aid of others who thus became parties to the agreement. In Mr. Justice Ritchie's opinion, there could be no doubt that the means employed by them resulted in damages to the company, but the question is whether or not these means were unlawful in such manner as to taint the whole agreement with the tortious quality necessary to give rise to liability.

Both the trial judge and the Appeal Division were satisfied that the stoppage of work constituted a strike which was in contravention of Section 22(1) of the Labour Relations Act and therefore unlawful, but there was a wide difference between the parties as to the true meaning to be attached to this subsection. The company contended that the purpose and effect of Section 22 (1) is to prohibit all employees from striking unless and until a bargaining agent has been certified to act on their behalf and until the collective bargaining and conciliation procedures established by the Act failed.

On the other hand, Counsel for Gagnon and other defendants argued that the prohibition was only directed against employees who were members of a group on behalf of which application for certification had been made to the Board, and that it was only effective during the time those employees were waiting for the Board's decision. In support of the latter contention, it was argued that the words "no employee in a unit shall strike. . ." as used in Section 22(1) should be construed as meaning "no employee in a unit appropriate for collective bargaining shall strike", and that a unit on whose behalf an application for certification had been made was to be regarded as a "unit appropriate for collective bargaining". On this basis, it was further argued that the prohibition did not extend to the strike organized by the defendants because, at the time of the strike, no application for certification had been made on behalf of the employees concerned.

In Mr. Justice Ritchie's opinion, when the Act is read as a whole, its language gives no support to the contention that the Legislature intended the word "unit", as first used in Section 22 (1), to have the limited meaning of "a unit appropriate for collective bargaining", nor, in his opinion, does "a group of employees" become "a unit appropriate for collective bargaining" simply because a trade union claims that it has that character when making application for certification under Section 6. A "unit" cannot have the status of one which is "appropriate for collective bargaining" until the Board has decided the question. Consequently, Mr. Justice Ritchie rejected the submission that the prohibition contained in Section 22(1) only applies to employees on whose behalf an application for certification is pending before the Board. Further, he added that the Labour Relations Act is designed to secure a greater measure of industrial peace by encouraging collective bargaining and conciliation procedures rather than strikes as a method of resolving industrial disputes. This aim, in his opinion, would be gravely hampered if the effect of the language used in Section 22(1) was that the employees who ignored the Act could strike without offending its provisions. It was Mr. Justice Ritchie's view that the regulation of a system whereby collective bargaining and conciliation procedures were to be exhausted before resorting to strikes was one of the chief functions which the Labour Relations Act intends to accomplish and, therefore, he could not agree that by using the phrase "No employee in a unit shall strike. . ." instead of "No employee shall strike. . ."

the Legislature intended Section 22(1) to have the effect of relieving employees who disregard the Act from any obligation to make use of those procedures for which such elaborate provision was made elsewhere in the Act. In conclusion, he held that Gagnon and other defendants organized, directed and participated in a cessation of work constituting a "strike" within the meaning the Act on the part of a group of employees who were prohibited from striking by terms of Section 22(1). As they deliberately adopted this unlawful means of achieving their object, they must, together with those who were persuaded to join their enterprise, bear the responsibility for any damage which resulted to the company.

Mr. Justice Ritchie referred also to Section 40 of the Act, which provides a penalty for breach of Section 22(1). A prosecution in such instance depends on the consent, in writing, of the Board and the requirement of such consent does not alter the fact that Section 22(1) constitutes a mandatory prohibition enforceable by penalty if the Board deems it appropriate to consent to such method of enforcement.

In the case of *Therien v. International Brotherhood of Teamsters*, Mr. Justice Sheppard of the British Columbia Court of Appeal (L.G. 1959, p. 398), considered whether breaches of the Labour Relations Act of that Province constituted "illegal means" whereby the company in question was induced to cease doing business with the plaintiff. In this connection he said:

In relying upon Ss. 4 and 6 of the statute the plaintiff is not to be taken as asserting a statutory course of action. The plaintiff is here founding upon a common law cause within *Hodges v. Webb*, (1920), 2 Ch. 70, which requires as one of the elements that an illegal means be used or threatened. To ascertain whether the means was illegal enquiry may be made both at common law and at statute law.

When the *Therien* case reached the Supreme Court of Canada (L.G. 1960, p. 276), Mr. Justice Locke, speaking on behalf of the majority of the court, said:

I agree with Sheppard, J.A. that in relying upon these sections of the Act the respondent is asserting, not a statutory cause of action, but a common law cause of action, and that to ascertain whether the means employed were illegal inquiry may be made both at common law and of the statute law.

In the light of those observations, Mr. Justice Ritchie held that it was unnecessary to determine whether or not a breach of Section 22(1) of the Labour Relations Act gave rise to a statutory cause of action because inquiry "made of the statute law" in

the case at bar disclosed that the means employed by the defendants were prohibited, and this of itself supplied the ingredient necessary to change a lawful agreement which would not give rise to a cause of action into a tortious conspiracy, the carrying out of which exposed the conspirators to an action for damages.

Mr. Justice Ritchie agreed with Mr. Justice Bridges of the Appeal Court that it was not necessary for the company to prove that actual breaches of contract took place in order to sustain the plea of conspiracy because the evidence supported the allegation that Gagnon and other defendants wrongfully conspired to procure, cause and induce the employees of the company to abstain from work.

In conclusion, Mr. Justice Ritchie, with whom the Chief Justice and Mr. Justice Cartwright concurred, would dismiss the appeal.

Mr. Justice Judson, dissenting, held that Section 22(1) of the Act applied to prohibit a strike only where an application for certification was pending, and there was no breach of the Act that would make the conduct of Gagnon and other defendants a tortious conspiracy. As the conduct of the defendants was neither tortious nor criminal, it was an unwarranted extension of civil conspiracy to make a strike for a proper purpose actionable in conspiracy merely because of a violation of the Labour Relations Act. *Gagnon et al. v. Foundation Maritime Ltd.* (1961), 28 D.L.R. (2), Part 3, p. 174.

Recent Regulations, Federal and Provincial

Alberta issues new regulations governing high altitude tests for certain gas appliances and revises its vacation order, changing the amount of vacation pay

In Alberta, the vacation order, which was revised earlier this year to provide for a two-week vacation after a year's service, was again revised to provide that an employee must receive his regular pay for each week of his annual vacation. Amendments to the regulations under the Gas Protection Act set out high altitude tests for certain gas appliances.

Other regulations deal with hours of work of beauty parlour employees in Saskatoon, the coverage of the Alberta Workmen's Compensation Act and a seasonal exemption from the British Columbia Hours of Work Act.

FEDERAL

Territorial Lands Act

Public Lands Grants Act

New Canada Oil and Gas Land Regulations and Canada Oil and Gas Drilling and Production Regulations have been issued under the Territorial Lands Act and the Public Lands Grants Act. Gazetted June 28, the new regulations were approved by P.C. 1961-797. They replace the Canada Oil and Gas Regulations which were approved by P.C. 1960-474 (L.G. 1960, p. 715). The safety provisions are almost entirely the same as previously.

PROVINCIAL

Alberta Gas Protection Act

Alberta has issued Alta. Reg. 169/61 governing high altitude tests for certain gas appliances and Alta. Reg. 174/61 governing temporary gas installations under the Gas Protection Act. They were gazetted June 30.

Alta. Reg. 169/61, amending Alta. Reg. 637/57, as amended (L.G. 1960, p. 76), becomes effective May 1, 1962. It provides that, before being used, sold, displayed, advertised or offered for sale in Alberta, certain gas appliances must be tested and listed as approved in accordance with the testing requirements for gas appliances for use at high altitudes authorized by the Inter-provincial Gas Approvals Council. These gas appliances are: central heating appliances, including steam and hot water boilers; room heaters and unit heaters, and water heaters.

Other gas appliances will be subject to similar high altitude tests before acceptance if field operation indicates that their operation at high altitudes would be unsafe.

Gas appliances which carry an unexpired high altitude rating from the Calgary Gas Approval Laboratory and are listed by the Canadian Gas Association for use at high altitudes will be exempted from these requirements until May 1, 1963.

Alta. Reg. 174/61 further amends Alta. Reg. 636/57 (L.G. 1958, p. 411). It empowers the Gas Inspection Branch of the Department of Labour to give permission to a supplier to connect up to temporary or incompleated permanent gas installations without obtaining a temporary permit, as previously required. This permission will be valid for 90 days but may be extended for a further period of 90 days at the discretion of the Inspection Branch.

Alberta Labour Act

The Alberta Board of Industrial Relations has replaced the vacation order issued in May (L.G. July, p. 691) by another order which was gazetted on July 15 as Alta. Reg. 190/61 to take effect from date of publication.

The length of the vacation is the same as that in the order issued earlier this year, two weeks after a year's employment, but the amount of vacation pay has been changed. Instead of 4 per cent of regular pay for the vacation year, the new order provides that an employee must receive his regular pay for each week of his vacation and includes a definition in effect prior to June 1. The revised order also restores a qualifying period for vacation pay on termination of employment and makes some minor changes in the definition of one year's service and in the provisions dealing with *pro rated* vacations and period in which employment must be given.

The definition of a year's employment is substantially the same and means 12 consecutive months from the date employment actually began or from the date an employee became entitled to an annual vacation under any custom, agreement or contract of employment which ensures him vacation benefits comparable to those in the order and each subsequent period of 12 consecutive months (previously each subsequent year thereafter). In addition, every employee, whether full-time or part-time, must have worked not less than 90 per cent of the regular working days in the establishment or business of the employer in order to qualify for a vacation. As before, the order stipulates that an employee's vacation period must be counted as days worked when calculating entitlement to vacation in the following year.

Like the earlier order issued this year, the new order provides that an employee with a year or more service who has failed to meet the prescribed work requirements must be given a vacation calculated on a *pro rata* basis. It states that such an employee must be given an annual vacation

with regular pay on a *pro rata* basis bearing the same relationship to two weeks with regular pay as the number of days worked bears to 90 per cent of the regular working days in the establishment or business.

Under the revised order an employee must have worked at least 30 days in order to qualify for vacation pay on termination of employment. This 30-day qualifying period had been in effect until June 1 this year but was dropped when the order was first revised this year. An employee whose services are terminated before he becomes eligible for an annual vacation must receive an amount equal to four per cent of his regular pay for the period of employment. An employee who is entitled to a vacation but has not taken it must be paid his vacation pay plus an amount equal to four per cent of his regular pay since he last became entitled to an annual vacation.

The definition of regular pay in effect prior to June 1 has been restored. If an employee is paid on a monthly basis, his vacation pay for each week of his annual vacation is to be determined by dividing his monthly wage by 4½. Where wages are paid by the hour, day or week, vacation pay must be calculated on the basis of the actual rate of wages for the period immediately preceding the employee's annual vacation. If an employee is paid wholly or partly on a commission or piece-work basis, his vacation pay must be based on his average wages for the term of employment or for the last 12 months preceding the vacation, whichever is the shorter period. As before, where an employer makes deductions for board or lodging or both from an employee's wages, regular pay must include the cash value of such deductions. These provisions apply whether a vacation is given during the year in which it accrues or is taken in the prescribed 12-month period after date of entitlement.

Under the revised order, an employee may, upon request, be granted his vacation in two one-week periods, whereas the previous order required a vacation to be taken in one unbroken period.

Alberta Workmen's Compensation Act

In Alberta, feed chopping mills were brought under the Workmen's Compensation Act by Alta. Reg. 176/61 gazetted June 30.

(Continued on page 958)

UNEMPLOYMENT INSURANCE

Monthly Report on Operation of the Unemployment Insurance Act

Number of claimants for unemployment insurance at end of June 22 per cent lower than month earlier and 10 per cent below year-earlier figure, statistics* show
Number of initial claims filed during month 30 per cent smaller than in May

Claimants† for unemployment insurance benefit numbered 266,900 on June 30, a decrease of 22 per cent from 341,000 on May 31 and 10 per cent below the 296,400 recorded on June 30, 1960.

Male claimants, fewer by some 65,500, accounted for about 90 per cent of the month-to-month decline.

Initial and renewal claims filed during June totalled 112,800. This represents a 30-per-cent decline from the 162,100 claims received during May and a 10-per-cent drop from June last year.

The average weekly estimate of beneficiaries for June was 249,600, compared with 536,500 for May and 275,900 for June 1960.

Total payments amounted to \$25.9 million for June as against \$58.7 million for May and \$26.8 million for June 1960.

The average benefit payment per week compensated was \$23.57 in June, \$23.68 in May, and \$22.11 in June 1960.

Insurance Registrations

Reports received from local offices of the Unemployment Insurance Commission for June showed that insurance books or contributions cards were issued to 4,172,581 employees who had made contributions to the Unemployment Insurance Fund at one time or another since April 1, 1961.

At June 30, employers registered numbered 332,010, a decrease of 332 since May 31, 1961.

*See Tables E-1 to E-4 at back of this issue.

†A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is forwarded for computation. As a result, the count of claimants at any given time inevitably includes some whose claims are in process. During the seasonal benefit period, claims in process are classed as regular until the computation of their contribution credits indicates otherwise.

In a comparison of current employment statistics with those for a previous period, consideration should be given to relevant factors other than numbers, such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation.

Claimants should not be interpreted either as "total number of beneficiaries" or "total job applicants".

Enforcement Statistics

During June, 10,782 investigations were conducted by enforcement officers across Canada. Of these, 7,562 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions and 132 were miscellaneous investigations. The remaining 3,088 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions* were begun in 317 cases, 108 against employers and 209 against claimants. Punitive disqualifications* of claimants making false statements or misrepresentations numbered 2,164.

Unemployment Insurance Fund

Revenue received in June totalled \$26,108,825.20, compared with \$26,021,228.93 in May and \$23,735,928.09 in June 1960.

Benefits paid in June totalled \$25,890,433.13, compared with \$58,704,100.43 in May and \$26,841,962.03 in June 1960.

The balance in the Unemployment Insurance Fund on June 30 was \$110,270,314.33; on May 31 it was \$110,051,922.26 and on June 30, 1960 it was \$296,187,477.10.

*These do not necessarily relate to the investigations conducted during this period.

Decisions of the Umpire under the Unemployment Insurance Act

Decision CUB-1850, June 30, 1961

Summary of the Main Facts: The question for decision by the Umpire is whether the claimant had good cause for failing to accept a situation notified to him on December 16, 1960 (section 59 (1) (a) of the Act).

The claimant, who resides in Peterborough, Ont., filed a renewal application for benefit at the National Employment Office in that city on October 20, 1960, and was registered for employment as a portable grinder. He had worked as a labourer in Peterborough for the A..... Company from October 7, 1960 to October 19, 1960, when he was laid off because of a shortage of work. His rate of pay was \$1.35 an hour. Previous to this, he had been employed in the Receiving Department of the Z..... Company, Peterborough, from June 23, 1959 to March 11, 1960, when he was also laid off because of a work shortage. His rate of pay was \$75 a week.

The renewal claim referred to above was allowed and he drew benefit until his benefit rights thereunder became exhausted. A seasonal benefit period was established beginning December 11, 1960.

The claimant's "Master Application for Employment" (Form UIC 701M) indicates the following:

Dec.13/60:

Interviewed applicant. Said he had to have any type of employment. Inquired about winter work projects. Said he was interested in this type of work.

On December 16, 1960, the local office of the Commission notified the claimant of an offer of temporary employment of four weeks' duration with the City of Peterborough as a labourer on a winter work project at a wage of \$1.47 an hour. The prevailing rate of pay in the district for that type of work was reported to be \$1.00 to \$1.47 an hour. The hours of work were eight a day and 40 a week, day work. The place of work was seven blocks distant from his home. The claimant stated: "I did not accept the job on account of not having winter equipment such as winter boots, socks, underwear, gloves, caps—such articles would cost me around \$15 which I did not have."

The local office commented: "Claimant stated he would have accepted job except that because of Xmas & New Years he would only be working 3 days first week and 4 the second & all told only 4 weeks."

On the evidence before him, the insurance officer notified the claimant by letter on December 22, 1960 that he was disqualified and that benefit was suspended from December 11, 1960 to January 7, 1961 (four weeks) because, in his opinion, the claimant had, without good cause, failed to accept a situation in suitable employment (section 59 (1) (a) of the Act).

The claimant appealed to a board of referees in a letter dated January 31, 1961. Although the appeal was not received in the local office within the prescribed time limit of 30 days, it was allowed to proceed to the board. At the same time the insurance officer referred the board to relevant decisions of the Umpire, viz., CUBs 883 and 1422.

In support of the claimant's appeal, Ray Peters, Co-Chairman, Peterborough General Union for Unemployed Workers, in a submission to the board of referees dated February 22, 1961, stated:

...In the early fall, the claimant had applied for work on the Winter Works Projects.

He was told by the Unemployment Insurance Official that his name would be listed.

However, this was in a period during which the weather was considerably milder than in December, and the claimant hoped that he would be selected at an early date.

The claimant was notified on December 16th, 1960, that a job was available on a City Winter Works Project.

He went to see the supervisor of the Project, and discussed the problem of adequate clothing.

When [the claimant] explained his problem to [the project Supervisor] he was told that he [the Supervisor] did not think anything could be held against [the claimant] as he had to send a man home in the previous week who also did not have adequate clothing.

[The claimant] reported to the local UIC office and explained his reason for non-acceptance. This was on a Friday afternoon and [the claimant] had been expected to take this job on the following Monday, December 19, 1960.

[The claimant] knew of no way that he could obtain adequate clothing and we categorically deny that the reason was because of [the claimant's] understanding of short work weeks over the Christmas and New Year's week.

[The claimant's] reason was simply that he did not have adequate clothing to work outside during this period.

After December 16, 1960, [the claimant] asked a Civic Welfare Assistance Official if they would supply him with such clothing, but this request was denied.

The general Welfare Assistance Act under which Welfare Administrators operate does not provide for a clothing allowance which would be necessary in this case. It is our strong position that by any standard of working conditions this offered situation in temporary employment was not suitable under the circumstances.

[The claimant] for almost all of his working periods during the past 13 years has been employed in industry at jobs performed in an industrial plant... We will quote a letter which appeared in the February 4, 1961 issue of our local newspaper the *Peterborough Examiner* which outlines this problem and how employees regularly affected recognized the need to be properly clothed.

Thanks for Clothing

Sir: May we, the men on the Winter-works project at the Filtration plant, use your column to thank publicly Mr. James Harrison and all the regular employees, for the many articles of clothing given to us by him and his staff. Their generosity and personal concern in this very cold weather is more than very deeply appreciated. Again may we thank you and bless you.

We believe that if [the claimant] had in fact taken this work there is a possibility that he could have been subjected to pneumonia, and even possibly death due to the severe weather conditions which occur in our Country...

A board of referees heard the case in Oshawa, Ont., on February 22, 1961. The claimants and Mr. Peters attended the hearing. The unanimous decision of the board reads:

... During the hearing the claimant and his representative repeatedly stated that the reason for not accepting the employment was lack of adequate clothing and did also stress the fact that the supervisor of the project had explained to the claimant a previous employee had been sent home for insufficient clothing the previous week. The claimant further explained that he had no means of purchasing clothing or obtaining credit in order to get the clothing, also that he was notified about the job on the Friday and had to be at work the following Monday, which again did not give him sufficient time to try and obtain said clothing. The representative explained that this winter project was cleaning up along the shores of Little Lake and this was during the coldest time of the year that he had experienced.

The Board noted that claimant had been mostly employed in industry and would hardly

be expected to have clothing suitable for the kind of job offered. The Board also noted the duration of the job which made it impractical to obtain clothing for such a short time. However, after considering all evidence, the Board consider this employment unsuitable.

The Insurance Officer's decision is reversed and the claimant's appeal is allowed.

The insurance officer appealed to the Umpire and stated:

Exhibits show that the claimant asked for work on winter work projects. However, contrary to what is stated by the union representative, the claimant indicated that he was interested in work on the winter work projects not only in the early fall, but specifically on 13 December 1960, as evidenced by the record of the interview. . .

The board of referees erred in finding that the employment was not suitable in the claimant's case because he had been mostly employed in industry and could hardly be expected to have clothing suitable for the kind of job offered. The board failed to take into account that considerable time had elapsed since the claimant held regular employment in industry. His last period of employment as an assembler for the B-Company was terminated nearly 2 years before and his latest regular employment of any duration was of an unskilled nature in the Receiving Department of the Z-Company in Peterborough where he was laid off in March 1960. After that date, he only worked in a few jobs of short duration, as a labourer, the last one being on construction work for 2 weeks. The board also failed to take into account the fact that the claimant had applied for work on the winter work projects as late as 13 December 1960.

Under these circumstances, it is submitted that the work offered was clearly suitable employment within the meaning of section 59(3) of the Act and the onus was on the claimant to prove good cause for his failure to accept it.

The reason advanced by the claimant for his failure does not appear to be the action of a prudent individual, particularly as he had the weekend to prepare himself for the job. He refused the job without even attempting to borrow what clothing he lacked on a temporary basis or as a last resort seek the assistance of a welfare agency. To be eligible for benefit under section 54(2)(a) of the Act, a claimant is required to be ready, willing and able to accept suitable employment immediately it is offered. This implies that he is equipped so far as clothing is concerned to meet all reasonable requirements. This applies particularly in a situation such as this, where all that was required was ordinary warm clothing which most people have. . .

In a letter dated May 20, 1961, the claimant requested an oral hearing before the Umpire. His letter contained also the following observations for consideration by the Umpire:

. . . In the statement "Grounds for the Insurance Officers Appeal" there appears the

statement that all that was required was ordinary warm work clothing which most people have—I would disagree that only ordinary warm work clothing was needed and would state that on the contrary exceptionally warm work clothing was needed. Secondly, I would disagree that most persons have what is called warm work clothing for working outside in the winter time. Particularly in the case of a person unemployed for a prolonged period of time there would be only a percentage so equipped.

I maintain that to attempt to force a person to work outside under these conditions would not be the act of a good employer. In fact even a bad employer would have to consider the consequences of doing so.

The Insurance Officer fails to take into account the subject of my discussion with the Supervisor of the winter works project in Peterborough.

In respect to the type of work I have either worked on or applied for since I was laid off at the B-Co.—I think that this proved I am capable of and available for work.

In respect to the CUBs mentioned—I would respectfully submit that in the case of CUB 883, I believe the dispute involved the rate of pay which I have not used as an argument in my case. In addition the work was work that she could have easily performed, while in my case it is precisely the opposite due to lack of winter work clothing.

In respect to CUB 1422, again I interpret the problem as being one connected with the rate of pay and where the work was such that she could easily perform.

The foregoing is not intended to be all of the argument that I may put forward but is simply some observations I have made for consideration by the Umpire.

The hearing before the Umpire was held in Toronto, Ont., on June 16, 1961, and attended by the claimant and his representative, Ray Peters. The Unemployment Insurance Commission was represented by John A. G. MacDonald, a solicitor of its Legal Branch.

Considerations and Conclusions: The record shows that the employment that was notified to the claimant on December 16, 1960 was suitable within the meaning of the applicable provisions of the Act. Consequently, the only question to be decided in this case is whether the claimant proved he had good cause for failing to accept such employment.

In this connection, the unanimous decision of the board of referees is clearly to the effect that the reasons the claimant gave for not accepting the temporary employment of four weeks' duration, viz., lack of adequate winter clothing and lack of money to buy any on such short notice, were valid reasons in his particular circumstances.

As the facts before me are entirely the same as those which were before the board

of referees and as it is manifest that the members of the board reached their decision after weighing the evidence and examining it in the light of their knowledge of the local conditions, I decide to confirm the board's decision and to dismiss the insurance officer's appeal.

Decision CUB-1863, July 21, 1961

(Translation)

Summary of the Main Facts: The claimant filed an initial application for benefit at the local office of the Unemployment Insurance Commission at St. Hyacinthe, Que., on January 17, 1961 and registered for employment as a labourer. He stated on that occasion that he was taking part in the television program *L'heure des Quilles* shown on Sunday afternoons at 4 o'clock on the French language channel of the CBC.

In this respect, he added: "I do not have a contract of employment, the money I receive is only a gift and not a salary. I have been unemployed and available for work since January 11, 1961."

According to information provided by the insurance officer, this television program consists of a three-game match between two bowlers. The players receive the following prizes.

\$50.00 to the winner of one game.

\$25.00 to the player who gets 200 points or more in one game

\$1,000.00 for a perfect game

\$75.00 for the winner of all three games

\$50.00 to the player who bowls a total of 600 or more

\$50.00 more to the player who bowls 700 or more

\$25.00 as a consolation prize plus travelling expenses if the player resides outside Montreal.

On January 23, 1961, the claimant stated in writing the amounts he had won on two Sundays since the beginning of his claim. His statement reads as follows:

I take part in the bowling hour on the C.B.C.

I only have a verbal agreement according to which if I lose I shall receive \$25.00 as a consolation prize plus \$15.00 for my travelling expenses as I live outside Montreal (players who live in Montreal do not receive this amount of \$15.00).

If I win, I receive \$50.00 per game, plus \$25.00 for each game of over 200 points and \$50.00 if the cross exceeds 600.

On January 15, 1961, I received the following amount: \$25.00 for winning over 200 points and \$50.00 for each game won (75.00 x 3 = \$225.00) plus \$75.00 because my total exceeded

that of my opponent, plus \$50.00 for having obtained a cross exceeding 600 points (amount won \$350.00).

On January 22nd, I received \$50.00 for winning one game plus \$75.00 for the match, plus \$25.00 for having exceeded 200 in the third game (total \$150.00). The money is paid me by the C.B.C.

On February 3, 1961, the insurance officer sent the claimant the following notice:

Under sections 172 and 173 of the Regulations, salaries earned by a claimant in respect of work accomplished for an employer are determined as earnings attributable to the period for which they are payable.

Thus, according to the information provided, your earnings have been determined as \$362.70 and \$162.70 for the weeks beginning the 15th and 22nd January, 1961, respectively.

On February 13, 1961, the claimant appealed to a board of referees. He stated:

... I wish to appeal to a board of referees and to receive an explanation in writing as to why I cannot receive benefit for the three weeks in question. To my way of thinking, this is not a salary, as any salary is subject to income tax and this money is not, for the simple reason that it is not a salary. We do not earn a living by bowling, on the contrary, it costs a lot of money to become a good enough player to take part in this bowling program.

On March 3, 1961, board of referees heard the appeal in the presence of the claimant at Drummondville, Que. The board unanimously granted the appeal and reversed the insurance officer's decision. The board's decision reads in part as follows:

The claimant appeared before the board of referees. According to the facts appearing in the file and following the statements made by the claimant, the latter takes part in the CBC bowling program when his name is drawn by chance. When his name is drawn, he goes and bowls, and the agreement on the benefits he earns is explained in Exhibit No. 2. The claimant explained to us that he has signed no written contract with the CBC or with the company sponsoring the bowling hour program and that, moreover, there is no verbal agreement of the character of hiring of services.

It is therefore correct to say that when the claimant bowls, he is not working for the X-Company or the CBC. He merely wins a certain sum of money as if he were taking part in a bingo or any other game of chance and skill. Section 172A clearly indicates in subsection A that the revenue must be derived from services rendered to a person. Such is not the case in this instance and the claimant even explained to us that he is entirely free to take part or not to take part in the bowling program, and that he is not penalized in any way if he fails to take part. Therefore, this is not a payment for services rendered but merely a gratuity he receives if he submits to certain conditions. The claimant is in no way

working independently, as he does not even know ahead of time if he will be playing on such or such date.

The insurance officer appealed to the Umpire on April 28, 1961. His reasons for appeal contain the following remarks:

We submit that the board of referees was in error when deciding that the revenues obtained by the claimant at L'heure Des Quilles were not earnings. Under Regulation 172, money does not necessarily have to be paid for services rendered nor does the claimant have to be engaged as an employee. All that is required is that the revenues should be derived from services rendered on behalf of someone. In bowling for the CBC television program, the claimant was performing services for certain people. It would definitely seem that these services were rendered directly to the CBC who produces the program and pays those competing.

However, it is not necessary that such be the case, nor that the services be rendered to the sponsor or to any particular person.

There is no doubt that in taking part in the program as a competitor, the claimant provided viewers with pleasant entertainment through his efforts and skill. Without such active participation on his part, the claimant would not have obtained the income which he, in fact, received and thus this income is indeed derived from services rendered by the claimant on behalf of some person, as provided under Regulation 172(1)(a).

In a letter dated May 5, 1961, the claimant explained that he first had to take part in three matches to be placed among those who would take part in the television program and that to do so he had had to spend a certain sum of money.

Considerations and Conclusions: The relevant part of Unemployment Insurance Regulation 172 reads as follows:

(1) The earnings of a claimant to be taken into account for the purpose of determining, under section 56 of the Act, the amount of benefit payable to him and for all other purposes related to entitlement to benefit, except contributions payable, are as follows:—

(a) all the claimant's income arising out of his services for any person...

(i) whether such services... are under a contract of service or any other contract...

In the present case, the evidence establishes that the claimant received \$350 on January 15, 1961, and \$150 on January 22, 1961 for taking part in the program *L'heure des Quilles*. Thus, the questions now arising are as follows:

1. Was such income derived from "services rendered by the claimant on behalf of some person"?
2. In the affirmative, were these services rendered "by virtue of a contract of service or any other contract"?

(Continued on page 949)

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during July

Works of Construction, Remodelling, Repair or Demolition

During July the Department of Labour prepared 262 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition. In the same period, a total of 351 contracts in these categories was awarded. Particulars of these contracts appear below.

A copy of the wage schedule issued for each contract is available on request to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under the heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in July for the manufacture of supplies and equipment were as follows:

Department	No of Contracts	Aggregate Amount
Defence Production	155	\$589,995.00
Post Office	6	76,662.91
R.C.M.P.	1	4,071.60

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage rate for each classification of workmen deemed to be required in the execution of the work.

These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classifications to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate; but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Wage Claims Received and Payments Made during July

During July the sum of \$1,879.47 was collected from five contractors for wage arrears due their employees arising out of the failure of the contractors, or their sub-contractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 39 workers concerned.

Contracts Containing Fair Wage Schedules Awarded during July

(The labour conditions of the contracts marked (*) contain the General Fair Wages Clause providing for the observance of current or fair and reasonable rates of wages and hours of labour not in excess of eight per day and 44 per week, and also empower the Minister of Labour to deal with any question which may arise with regard thereto.)

Department of Agriculture

Lennoxville Que: Fabi & Fils Ltee, laying gravel road beds, asphalt paving of bull paddocks & construction of steel fencing, Dairy Cattle Centre, Experimental Farm. *near Birch Hills Sask:* E S Michels Lumber Co, construction of community project. *Vegreville Alta:* Permasteel (Alberta) Ltd, supply & erection of prefabricated steel extension to Soil Sub-Station. *Whitehorse Y T:* Ben Leveille, construction of farm cottage, Experimental Farm.

Atomic Energy of Canada Limited

Chalk River Ont: Walter Mansveld, *painting interior of Bldg 508.

Central Mortgage and Housing Corporation

Gander Nfld: Peyton's Flower Shop, *fertilizing & seeding lawns; Griffin Construction Co, *site improvement; Peyton's Flower Shop, *landscaping; Sidney Burry & Son, exterior painting of 50 houses (CMHC 1/52) & 96 houses (CMHC 5/56). *Saint John N B:* Eastern Woodworkers Ltd, construction of 100 housing units (FP 4/59). *Nitro Que:* Regional Construction, paving of streets; Home Alteration Co, repairs to six house foundations; Daniels & Mannard Ltd, exterior painting of 217 houses. *Cornwall Ont:* A Rose & Sons, site improvement & planting for 125 housing units (FP 3/57). *Ottawa Ont:* O'Leary's (1956) Ltd, *re-paving, Strathcona Heights; Bailey Meter Co Ltd, *installation of damper controls, Strathcona Heights; Honeywell Controls Ltd, *installation of outside temperature controls, Strathcona Heights. *Petawawa Ont:* Minerva Construction Co & Bachetti & Sons Construction, site improvement & planting, Areas A & C (DND 13/58, phase 11); Thomas G Wilcox & Sons, site improvement & planting, Area B (DND 13/58, phase 11). *Brandon Man:* Froggett & Van Der Mout Painting, exterior painting of 43 housing units (VR 3/48). *Winnipeg Man:* Oswald Decorating Co, *exterior painting of houses. *Regina Sask:* J H From, site improvement & planting for 110 housing units (FP 1/59). *Vancouver B C:* Neil Meyer Ltd, exterior painting of 280 housing units (VR #6); Continental Painters & Decorators, exterior painting of apartment bldgs & housing units (AECL); Arli Contracting, *interior decorating of apartments, New Westminster, Fraserview & Renfrew Projects. *Vernon B C:* Hansen & Molder, *exterior painting of houses.

Department of Citizenship and Immigration

Shubenacadie Indian Agency N S: Nova Scotia Waterproofers Ltd, waterproofing & roof repairs, Shubenacadie IRS. *Portage la Prairie Indian Agency Man:* Semans Plumbing & Heating Ltd, plumbing & general renovations, Portage la Prairie IRS. *Crooked Lake*

Indian Agency Sask: Hancock Plumbing Ltd, installation of package heating boiler, Cowessess IRS. *File Hills Qu'Appelle Indian Agency Sask:* E S Michels Lumber Co, construction of foundations, basements, etc at Little Black Bear Reserve, moving of two bldgs from Key Reserve & installation of heating systems, etc. *Meadow Lake Indian Agency Sask:* Klawon Construction Ltd, moving & relocating one classroom school, Black Lake. *Athabasca Indian Agency Alta:* St Laurent Construction Ltd, construction of two classrooms, Chipewyan IDS. *Edmonton Indian Agency Alta:* St Laurent Construction Ltd, general alterations (Phase 3), Edmonton IRS. *Bella Coola Indian Agency B C:* Turner Contracting Co Ltd, construction of two bedroom staff residence, Kitasso IR. *Kamloops Indian Agency B C:* Western Builders & Contractors Ltd, repairs & improvements to Kamloops IRS.

Defence Construction (1951) Limited

Goose Bay (Labr) Nfld: Hi-Lite Electric Ltd, installation of aerodrome lighting, RCAF Station. *Summerside P E I:* M F Schurman Co Ltd, construction of extension to cantilever hangar, RCAF Station. *Halifax N S:* Standard Paving Maritime Ltd, repairing & seal coating, asphalt paving, HMC Dockyard. *Camp Gagetown N B:* Phillips Contracting Ltd, gravel surfacing of roads, training area. *Bagotville Que:* Oliva Gauthier Ltee, erection & finishing of prefabricated steel bldg, RCAF Station. *Montreal Que:* Marin & Plante Co Ltd, installation of 28 sirens. *St Johns Que:* Foster Wheeler Ltd, *supply & erection of two steam generating units, RCAF Station. *Valcartier Que:* J O Lambert Inc, rebuilding of ash shilo. *Shirley Bay (Ottawa) Ont:* Landino Zuccarini, construction of biological evaluation bldg, DRB. *Trenton Ont:* H J McFarland Construction Co Ltd, aerodrome pavement repairs & slurry seal, RCAF Station. *Fort Churchill Man:* Carter Construction Co Ltd, construction of PT & Recreation bldg. *Winnipeg Man:* Inter-City Building Industries Ltd, extension to fire hall, RCAF Station. *Cold Lake Alta:* Poole Engineering (1958) Ltd, extension of runway 03-21, RCAF Station. *Namao Alta:* Arthur A Voice Construction Co Ltd, asphalt paving, RCAF Station. *Kamloops B C:* Interior Contracting Co Ltd, construction of gravel road, RCNAD. *Sea Island B C:* Beaver Construction Co Ltd, replacement of taxiway, RCAF Station. *various RCAF sites:* Canadian Car Co Ltd, *supply & installation of 345 contemporary dwelling units & 21 storage units.

Building and Maintenance

Gander Nfld: McNamara Construction of Newfoundland Ltd, reconstruction of roads & parking areas. *Torbay Nfld:* Malach Roofing & Flooring Ltd, re-roofing hangars 3 & 4, RCAF Station. *Summerside P E I:* Curran & Briggs Ltd, replacement of concrete aprons in front of 4 hangars, RCAF Station. *Bagotville Que:* AlSCO Montreal Inc, supply & installation of 928 metal windows, RCAF Station. *Quebec Que:* Albert Pelletier, repointing & sandblasting of La Citadelle site, Covefields Bldg & Grande Allee Armoury. *St Johns Que:* Morin & Plante Co Ltd, re-roofing bldgs B47 & B129 & leanto of bldg B131, RCAF Station. *Valcartier Que:* J O Lambert Inc, installation of storm sash for 140 PMQs. *Camp Borden Ont:* Quinte Plumbing & Heating & Electrical Co Ltd, installation of ventilation system in Hangars 17 & 18. *Clinton Ont:* Lavis Contracting Co Ltd, repair of roadways, RCAF Station. *Kingston Ont:* Kingston Decorating Ltd, exterior painting of 193 PMQs, Fort Henry Heights. *Petawawa Ont:* Dibblee Construction Co Ltd, repaving "M" area, parade square, Camp. *Rockcliffe Ont:* John Ter Haar, exterior painting of 151 PMOs, RCAF Station. *Trenton Ont:* Ontario Electrical Construction Co Ltd, supply & installation of electrical de-icing system for hangar door tracks, RCAF Station; The Tatham Co Ltd, construction of storm drainage diversion culvert in PMQs area, RCAF Station. *Portage la Prairie Man:* Peter Boorberg, sand sealing of station & PMQ roads, RCAF Station. *Shilo Man:* H C Higgins & Sons Contractors Ltd, addition to connect bldgs M2 & M5, Camp. *Saskatoon Sask:* Grosvenor Dominion Decorating Co, exterior painting of 57 bldgs. *Cold Lake Alta:* J Mason & Sons Ltd, exterior painting of 215 PMQs, RCAF Station. *Edmonton Alta:* W Kuypers & Sons, supply & installation of weeping tile in 48 PMQs, *Namao Alta:* Park & Derochie Decorating Co Ltd, exterior painting of 150 PMQs, RCAF Station. *Wainwright Alta:* Alph's Decorating Ltd, exterior painting of 143 GP huts, Camp. *Whitehorse Y T:* Dawson, Wade & Co Ltd, asphalt paving of roads, Camp Takhini.

Department of Defence Production

Torbay Nfld: Sanitary Cleaners, painting approach lighting towers, RCAF Station. *Chalottetown P E I:* Berken Painting Co,* exterior painting of Brighton Compound. *Beaverbank N S:* James F Lahey Ltd, painting interior of recreation hall, RCAF Station; Gillis Co Ltd, *erection of school fencing, RCAF Station; Municipal Spraying & Contracting Ltd, *paving of recreation hall roadway, RCAF Station; Richards-Wilcox Canadian Co Ltd, *erection of portable bleachers, RCAF Station. *Bedford Basin N S:* Chemi-Solv Ltd, *chemical cleaning of three Vickers water tube boilers, Central Heating Plant; Dean's Nursery Ltd, *brush control by spraying & cutting of grass in certain areas, RCN Magazine. *Dartmouth N S:* Richards-Wilcox Canadian Co Ltd, supply & installation of electrically operated vertical lift-type door, Bldg No 3A, RCN Armament Depot; A P Green Firebrick Co Ltd, *repair of brickwork in three boilers, Central Heating Plant, Shannon Park, PMQ; Webb Engineering Ltd, renewal of domestic hot water storage tank in operations bldg, Albro Lake W/T Station; Webb Engineering Ltd, *installation of division plates on coal bunker, Central Heating Plant, Shannon Park. *Greenwood N S:* Hazelwood Bros, interior maintenance painting of PMQs (1961-Phase 2), RCAF Station. *Halifax N S:* Fundy Construction Co Ltd, construction of gravity type concrete retaining wall, HMC Dockyard; Webb Engineering Ltd, renewal of steam distribution system on South portion of Jetty #3, HMC Dockyard; Banfield & Miles, *exterior painting of three bldgs, HMCS *Stadacona*; T Donovan & Son Ltd, *chemical cleaning of three water tube boilers, South Central Heating Plant, HMC Dockyard; T Donovan & Son Ltd, *chemical cleaning of three B & W water tube boilers, Central Heating Plant, HMCS *Stadacona*; Webb Engineering Ltd, *renewal of Nuveyer air washer, South Central Heating Plant, HMC Dockyard. *Sandy Point N S:* LeHave Electrics Ltd, light & power installation, Bldg #23, HMCS *Shelburne*; E G MacCaul & Son, *installation of warm air heating system & renewal of piping in Recreation Bldg, #23, HMCS *Shelburne*. *Shearwater N S:* Chemi-Solv Ltd, *chemical cleaning of three water tube boilers & economizers, Central Heating Plant, RCN Air Station. *Sydney N S:* Tasco Sheet Metal & Roofing Co, renewal of tar & gravel roof, Bldg #17-1, Point Edward Naval Base; Frost Steel & Wire Co (Quebec) Ltd, *installation of chain link fence, Bulk Storage Compound, RCAF Station; Harriss & Harriss, *regrading reditching & regravelling of road, Rifle Range; M R Chappell Ltd, *renewal of tar & gravel roof, Bldg #40, Point Edward Naval Base. *Camp Gagetown N B:* Francis Hankin & Co Ltd, *repainting of water tower & tank (L1); Leonard Roofers & Sheet Metal Workers, *repair of roof section over kitchen, Bldg A-4; Leonard Roofers & Sheet Metal Workers, *repair of roofing & flashing on roof section, Bldg #D8; Stirling Electric Ltd, *replacement of luminaires in artificial ice rink bldg A-15; J E Wilson Roofing Co Ltd, *repair of roof of Bldg A-8. *Moncton N B:* Levitt-Safety Ltd, *installation of fire extinguishing & fire detecting equipment, #5 Supply Depot, RCAF Station. *Gaspe Que:* Carter & Girard Ltd, *installation of drains, laying of gravel & erection of fence, Armoury. *Montreal Que:* Beauchemin Asphalt Paving Co, *resurfacing of roads in Barracks Area, Notre Dame St; Richards-Wilcox Canadian Co Ltd, *installation of four fire doors, HMCS *Donnacona*. *Morin Heights Que:* Aime Dagenais, exterior painting of ten duplexes & three PMQs, RCAF Station, Lac St Denis; Desjardins Asphalt Ltd, *application of hot mix asphalt, RCAF Station, Lac St Denis. *Parent Que:* Northern Plumbing Ltd, *installation of forced air heating system, RCAF Station; Northern Plumbing Ltd, *installation of hot air heating in FPS tower, RCAF Station; Paquin Construction Co Ltd, *paving of certain areas, RCAF Station; Paquin Construction Co Ltd, *repair of roads, RCAF Station. *St. Hubert Que:* Edgar Milot Inc, repainting exterior of 72 PMQs, RCAF Station; Allied Building Services Ltd, *repainting of brickwork on two bldgs, RCAF Station; F J Esson Co Ltd, *repair of two Lee boilers, #12 Hangar, RCAF Station. *St Jean Que:* Clerk Windows Ltd, *repair of aluminum windows, Bldg No 109, College Militaire Royal; Lucien Quesnel, *painting of three sheet metal roofs, College Militaire Royal; Fred Schultz Flooring Ltd, *installation of underlay & tile flooring, RCAF Station. *Ste Therese Que:* Common Construction Co Ltd, replacement of power line poles at #4 Works Coy RCE, Bouchard Detachment. *Ste Therese de Blainville Que:* Planned Renovators Ltd, *repair & repainting of elevated water tank, Bouchard Military Camp. *St Sylvestre Que:* Maurice Savoie, *exterior painting of sixteen PMQs, RCAF Station. *Senneterre Que:* Cochrane Landscaping, Reg'd, *landscaping of station areas, RCAF Station. *Sept Iles Que:* Couvreur Sept-Iles Ltée, *reroofing of Combined Mess Bldg, RCAF Station, Moisie. *Thetford Mines Que:* Marcel Lacroix, *interior & exterior painting of Thetford Mines Armoury. *Amherstburg Ont:* Loaring

Construction Co Ltd, *installation of Attack Warning System siren. *Byron Ont*: Totten Construction Co Ltd, *installation of Attack Warning System siren. *Cedar Springs Ont*: T C Warwick & Sons Ltd, *general repairs & maintenance of Rifle Range. *Clinton Ont*: Barber-Colman of Canada Ltd, *reconditioning of Barber-Colman heating & climate controls in Bldgs, RCAF Station; Totten Construction Co Ltd, *repainting, repairing or rebuilding 80 chimneys, etc, RCAF Station. *Downsview Ont*: National Painting & Decorating Ltd, exterior painting of 44 PMQs, RCAF Station; Metallizing Co of Toronto Ltd, *reconditioning of water pressure tanks, RCAF Station. *Edgar Ont*: Moore Anderson Paving Ltd, *application of asphalt on tennis court area, RCAF Station. *Grand Bend Ont*: Imperial Insulation & Roofing Co, *repair of Hangar Bldg roof, RCAF Station. *Kingston Ont*: Kingston Painting & Decorating Service, plaster repairs & interior repainting; McGinnis & O'Connor Ltd, *road resurfacing, paving & concrete catch basins, HQ EOA; Will-Mac Construction Ltd, *repaving area at Armoury. *Ingersoll Ont*: Totten Construction Co Ltd, *installation of Attack Warning System siren. *Lambeth Ont*: Harrison & Green Construction Ltd, *installation of Attack Warning System siren. *Listowel Ont*: Len J McCarthy, *general maintenance & repair of Armoury. *London Ont*: Albion-Clarke Electric Ltd, alterations to lighting system, Warehouse #1, Bldg 39 at 27 COD, Highbury Ave; Cardinal Painting & Decorating Co Ltd, painting exterior & interior of various bldgs, Wolseley Barracks. *Madoc Ont*: Arthur A Sills & Son Ltd, *reroofing, replacement of eavestrough & painting of Armoury. *Niagara Falls Ont*: Montgomery Bros, *repair of lawns & landscaping, Victoria Ave Armoury. *North Bay Ont*: Steds Ltd, replacing damaged concrete slabs, RCAF Station; Smith & Elston Co Ltd, reversal & repiping of steam blast heating coils in hangars No 1 & 2, RCAF Station. *Ottawa Ont*: National Roofing & Waterproofing Ltd, application of built-up roofing, RCAF Station, Victoria Island; Cameron & Turner Reg'd, *application of asbestos shingles, exterior & interior painting, etc, Bldg 293; J G Tompkins & Co, *replacement of concrete ramp, Bldg 292 & part of floor in Bldg at ADE "A" (VBG). *Port Arthur Ont*: Bodnar Roofers Ltd, *roof repairs, Armoury. *St Thomas Ont*: Totten Construction Co Ltd, *general maintenance, Armoury. *Toronto Ont*: Conrad-Rawlinson Ltd, *exterior painting of two bldgs, RCAF Station. *Trenton Ont*: Eponite Co, resurfacing of central heating plant with epoxy coating, RCAF Station; Walter F McCormack, repainting of runways & ramp markings, RCAF Station; H J McFarland Construction Co Ltd, resurfacing of roads & new parking area, RCAF Station; Reynard Painting Co, interior repainting of No 5 Hangar, RCAF Station. *Uplands Ont*: O'Leary's (1956) Ltd, reconstruction of section of First Ave, RCAF Station; I M Bower, *supply & install counter balance weight cables on cantilever doors, Hangar #12, RCAF Station. *Fort Churchill Man*: Brothan Painting Co Ltd, painting exterior of bldgs; Western Petroleum Construction, *maintenance of two petroleum tanks, RCASC Tank Farm. *Rivers Man*: Zenith Paving Ltd, *surfacing of trailer court roads at Canadian Joint Air Training Centre, Camp. *Shilo Man*: G S Gray, *repainting of chimneys on various bldgs, Military Camp; H G Hay Decorating Co, exterior painting of bldgs, Military Camp; Bev Burton Construction, *application of gravel on road to Sewage Plant & Magazine, Camp; Cumming & Dobbie Ltd, *repairs to Douglas Road, near Camp. *Winnipeg Man*: Twin Cities Painting & Building Cleaning, exterior painting of 48 PMQs, Fort Osborne Barracks; Wallace & Wallace, *supply & installation of cement asbestos chalkboards in Bldg 84, RCAF Station. *Moose Jaw Sask*: P W Graham & Sons Ltd, removing existing sash & frames in North Wing, Armoury; Redi-Mix Concrete Ltd, construction of two loop roads, RCAF Station; Asphalt Services Ltd, *resurfacing of parking lot, Bldg #57, RCAF Station; Bird Construction Co Ltd, *application of asphalt lift to Construction Engineering Compound, RCAF Station. *Prince Albert Sask*: B & R Construction Ltd, installation of new windows, Armoury. *Calgary Alta*: W J Kutasinski, *waterproofing of exterior walls & basement floors of PMQs, RCAF Station, Lincoln Park; Norwin Decorating Ltd, *repainting of water tower, Sarcee Barracks; Pioneer Paving Ltd, *repair of concrete surfaced area, Bldg #C-4, Currie Barracks; United Waterproofing Ltd, *waterproofing of exterior walls & basement floors of PMQs, RCAF Station, Lincoln Park. *Edmonton Alta*: B & E Painting Decorating Ltd, exterior painting of various bldgs, Griesbach Barracks; Bond & Leitch Ltd, *installation of fire escape, Administration Bldg, HMCS *Nonsuch*; Economy Plumbing & Heating Co Ltd, construction of by-pass in sanitary sewer, Griesbach Barracks. *Belmont Park B C*: K J Howe, *exterior & interior painting of RC & Protestant Chapels. *Chilliwack B C*: Ronal T V Electric, *installation of master TV antennae on Bldg 1048, Camp. *Dawson Creek B C*: Ernie Painting, *painting of PMQs & bldg. *Esquimalt B C*: Hartman & Guelich, painting interior & exterior of Bldgs No 22 & 22A, Royal Roads; Hartmann & Guelich, *repainting of perimeter fence, HMCS *Naden*; Hartmann & Guelich, *interior painting

of three bldgs, HMCS *Venture*; Stan Hayward Painting & Decorating, *repainting exterior of staff house No 3, HMCS *Naden*; Old Country Industrial Contractors Ltd, *interior painting & exterior trim of eleven bldgs, Seaward Defence Base; Old Country Industrial Contractors Ltd, *repainting exterior of twenty residences, HMCS *Naden*. *Patricia Bay B C*: Clark & Pattison Painting Contractors Ltd, *exterior painting of bldg; Old Country Industrial Contractors Ltd, *exterior painting of three bldgs; Parfitt Construction Co Ltd, *construction of Line Crew Shelter attached to Hangar 17. *Rocky Point B C*: Hartmann & Guelich, *painting of perimeter fence, RCN Ammunition Depot; Heal & McAllister, *repainting interior & exterior of ten bldgs; Murphy Electric Co Ltd, *installation of audio fire alarm & emergency warning system. *Vancouver B C*: J T Devlin & Co Ltd, steam cleaning & painting; Steve Bertelen Painting Contractor *exterior painting of four bldgs & interior of three bldgs; Steve Bertelen Painting Contractor, *interior painting of twelve bldgs, Blair Range; Canadian National Railways, *renewal of approximately 250 track ties, Naval Stores Depot, Lynn Creek; Mack Kirk Roofing Co Ltd, *application of asbestos shingles to walls of three bldgs, RCAF Station; Pearson Construction Co Ltd, *construction of POL concrete block bldg, RCAF Station, Sea Island. *Vernon B C*: R E Postill & Sons Ltd, *repair of roads, Military Camp; Flor-lay Services Ltd, *installation of underlay & linoleum flooring in lavatory rooms of eight bldgs, Military Camp; Flor-lay Services Ltd, *installation of asphalt tile at bldg C-4, Military Camp. *Victoria B C*: Old Country Decorators Ltd, exterior painting of 24 PMQs at Work Point Barracks.

Department of Fisheries

Alberton P E I: Alberton Industries Ltd, *construction of wooden patrol boat.

Department of Justice

St Vincent de Paul Que: Tolhurst Construction Ltd, extension of service lines, Leclerc Institution; J R Robillard Ltd, interior completion, Industrial Shops Bldg C-23, St Vincent de Paul Penitentiary. *Prince Albert Sask*: Shoquist Construction Ltd, construction of farm camp type "A" Bldg No F-25, Saskatchewan Penitentiary.

National Capital Commission

Ottawa Ont: H J McFarland Construction Co Ltd, reconstruction of Riverside Drive from George Dunbar Bridge to Heron Road.

National Harbours Board

Halifax N S: Standard Paving Maritime Ltd, paving roadway around new Central Stores Bldg.

Post Office Department

Ottawa Ont: G B F Filing Systems Ltd, supply & installation of mobile steel shelving in Financial Bldg, Post Office Department, Riverside Drive.

Projects Assisted by Federal Loan or Grant

Langham Sask: N S Pawliuk & Son Contracting Ltd, construction of sewage pumping station, sewage pressure main & sewage disposal lagoon. *Tugaske Sask*: Conacher Construction Ltd, construction of sewage pumping station, sewage pressure main & sewage disposal lagoon. *Whitewood Sask*: Conacher Construction Ltd, construction of sewage pumping station, sewage pressure main & sewage disposal lagoon.

Department of Public Works

Burlington Nfld: Allan T White, wharf repairs. *Dark Cove Nfld*: Spracklin & Reid Ltd, construction of federal bldg. *Phillips Head Nfld*: Guy Eveleigh, construction of landing wharf. *St John's Nfld*: McNamara Construction of Newfoundland Ltd, harbour improvements, Transit Sheds Nos 1 & 2. *South Dildo Nfld*: H Drover & Co Ltd, wharf acquisition & extension. *Darnley Bridge P E I*: Edmond A Arsenault, wharf repairs. *Marble Mountain N S*: Campbell & McIsaac, wharf reconstruction. *Upper Prospect N S*: Cyril J Feeney, breakwater improvements. *Anse du Cap Que*: McMullen & Gagnon Inc, wharf repairs. *Etang des Caps Que*: Gulf Maritime Construction Ltd, construction of fishing harbour. *Grande Vallee Que*: Robert Lebreux, construction of protection works. *Havre St Pierre Que*: Oswald Richard, construction of concrete

pavement enlargement. *Portneuf Que:* Lucien Gauthier, construction of protection works. *Malbaie Que:* Ralph Hotton, construction of protection works. *Quebec Que:* Maurice Laverdiere Inc, alterations & repairs, Customs Bldg; Roger Vezina, alterations to terrace, Governor General's Quarters. *Riviere au Renard Que:* Hector Blouin, repairs to Commercial Wharf. *St Charles Sur Richelieu Que:* Armand Sicotte & Fils Ltee, construction of retaining wall. *St Denis Sur Richelieu Que:* Pavages Maska Inc, construction of retaining wall. *St Vallier Que:* Les Entreprises Jean R Denoncourt Enrg, construction of protection works. *Three Rivers Que:* Laurent Bourassa, alterations, Customs Division, federal bldg. *Cornwall Ont:* McNamara Marine Ltd, wharf construction. *Fort Erie Ont:* Barratt & Sons, alterations to federal bldg. *Harwood (Rice Lake) Ont:* Barway Marine, wharf reconstruction. *Kemptville Ont:* Angus L MacDonald Construction Ltd, construction of WSAC Bldg. *London Ont:* Mathews Conveyor Co Ltd, supply & installation of mail handling equipment, Post Office. *Oshawa Ont:* Ontario Marine & Dredging Ltd, harbour improvements (East Harbour Wharf). *Ottawa Ont:* Leslie Stratford Cut Stone & Construction Co Ltd, exterior alterations, repairs & boiler installation, East Block, Parliament Bldgs; Tippet-Richardson (Ottawa) Ltd, moving furniture, equipment, etc, from various locations to new Post Office Department Bldgs, Riverside Drive; Federal Plumbing & Heating, repairs to heating system, Centre Block, Parliament Bldgs; Presley Painting & Decorating Co Ltd, redecoration of certain areas throughout Centre Block, Parliament Bldgs; Canarctic Refrigeration Ltd, supply & installation of air conditioning unit, Privy Council Committee Room, East Block, Parliament Bldgs. *Wheatley Ont:* George L Dillon Construction Co Ltd, harbour improvements (west training wall reconstruction). *Carberry Man:* Rivers Cabinet & Builders Supplies Ltd, construction of RCMP detachment quarters. *The Pas Indian Agency Man:* Surety Construction Co Ltd, construction of two 3-bedroom staff units, Guy IRS. *Kerrobert Sask:* J & G & J Wolfe Construction Ltd, construction of Post Office bldg. *Calgary Alta:* Cardic Construction Ltd, alterations for Dept of National Health & Welfare, third floor, Customs Bldg. *Jasper National Park Alta:* W C Arnett & Co Ltd, grading, culverts, base course & seal coat, Mile 0 to Mile 11 & construction of Snoring River Bridge, Mile 8.8, Jasper-Edmonton Highway. *Peigan Indian Agency Alta:* Northgate Construction (Calgary) Ltd, construction of six classroom school & triplex. *Waterton Lakes National Park Alta:* W C Wells Construction Co Ltd, grading, culverts, base course & double seal coat, Chief Mountain Highway. *Haysport B C:* Skeena River Pile Driving Co, approach & ice shield reconstruction. *Kincolith B C:* Skeena River Pile Driving Co, float construction. *Northwest Bay B C:* Harbour Piledriving Co, breakwater renewal. *Victoria B C:* Otis Elevator Co Ltd, conversion of one passenger & one freight elevator to automatic operation, federal bldg. *Hay River N W T:* St Laurent Construction Ltd, construction of RCMP detachment quarters. *Ross River Y T:* Proctor Construction Co Ltd, construction of approximately 30 miles of Development Road. *near Watson Lake Y T:* Paul Braun's Construction Co, construction of approximately 80 miles of Nahanni Development Road.

Contracts Containing the General Fair Wages Clause

Petty Harbour Nfld: Avalon Construction & Equipment Ltd, dredging. *St John's Nfld:* CNR Nfld Dockyard, construction & supply of spud for Drillboat 401 & repair of broken spud. *Lower Sandy Point N S:* Shelburne Contracting Ltd, construction of rock talus. *Port Caledonia N S:* Municipal Ready Mix, skidway reconstruction. *South Side N S:* Shelburne Contracting Ltd, construction of beach protection. *Boyne's Cove N B:* Saint John Dredging Co Ltd, dredging. *Saint John (Courtenay Bay) N B:* Harbour Development Ltd, dredging. *St Leonard N B:* Coronet Paving Co Ltd, paving of parking area, Customs & Immigration Bldg. *Asbestos Que:* Leo Nadeau, replacement of doors & frames, federal bldg. *Nicolet River Que:* St Maurice River Dredging Reg'd, dredging. *Riviere au Tonnerre Que:* Keays Construction Inc, dredging. *Cedar Springs Ont:* Dean Construction Co, sea wall repairs. *Cobourg Ont:* Cobourg Construction, waling repairs. *Goula's Mission Ont:* G Crowe Construction, wharf repairs. *Gore's Landing Ont:* G Crowe Construction, wharf repairs. *McLean's Lake Ont:* Atkinson Machine & Marine, wharf extension. *Mill Lake Ont:* Macklaim Construction Co Ltd, construction of float. *Ottawa Ont:* A Lancot Construction Co Ltd, alterations to 601 Booth St; St Jacques Bros, roof maintenance, War Museum; Coleman Cinkent & Son Ltd, exterior painting, Postal Terminal; A P Green Firebrick Co, refractory work to various bldgs; Canarctic Refrigeration Ltd, installation of air conditioning, Trade & Commerce Bldg; A Lancot Construction Co Ltd, repairs to freight elevator, Daly

Bldg; Standard Plumbing & Heating, installation of gas mains, Horticulture Bldg, CEF; A G Reed, installation of buzzer system, Teron Bldg; Campbell Steel & Iron Works Ltd, plumbing repairs, #5 Temporary Bldg; M W Parent Construction, general alterations to Insectory Bldg, CEF; Standard Plumbing & Heating, installation of gas line, Animal Nutrition Bldg, CEF; Geo Higman & Son Ltd, exterior redecoration, "A" Bldg; The B Phillips Co Ltd, repairs to Centre Block, Parliament Bldgs; Trudel & McAdam Ltd, installation of fire escape, Neatby Bldg, CEF; J R Statham Construction Ltd, alterations to Centre Block, Parliament Bldgs; Bank & Cole Ltd, plumbing repairs, Sir Charles Tupper Bldg; Geo Higman & Son Ltd, exterior redecoration, "C" Bldg; John M McQueen, repairs to Centre Block, Parliament Bldgs; Roland Lariviere, alterations to 1st floor, Trade & Commerce Bldg; McTeer Agencies Reg'd, installation of air conditioning system, Garland Bldg; Beaudoin Construction Ltd, installation of metal partitioning, Finance Bldg Annex, Tunney's Pasture; Peter Verobej, installation of water service, Small Animal Laboratory, CEF; J H Meilleur, repairs to Confederation Bldg; Conrad Menard, improved plumbing, Hunter Bldg; The B Phillips Co Ltd, modifications to Jackson Bldg; A Bruce Benson Ltd, installation of underground water service, Agriculture Research Ground; Standard Plumbing & Heating, replacement of gas piping, Animal Laboratory, CEF; Roger Lafleur, installation of steel smokestack, Citizenship Bldg; Irving-Harding Ltd, installation of mechanical ventilation, 588 Booth St; J R Statham Construction, alterations to Citizenship Bldg. *Sturgeon Falls Ont*: T A Haig, repairs to ancillary structures. *Peterborough Ont*: Frank Ephgrave, installation of drive-in-mail receiver, federal bldg. *Toronto Ont*: H C Barker & Son, installation of wood shelving, DPW Bldg; R W H Binnie Ltd, removal of skylights, Postal Terminal "A"; R W H Binnie Ltd, replacing steel sash, DPW Bldg; Ainsworth Electric Ltd, improvement to lighting system, Arthur Meighen Bldg. *Windsor Ont*: Bartlett MacDonald & Gow Ltd, installation of venetian blinds, federal bldg. *Winnipeg Man*: B F Klassen Construction Co Ltd, alterations to Baldry Bldg; Building Mechanics Ltd, alterations to Postal Station "B". *Prince Albert Sask*: B & R Construction Ltd, replacement of second floor windows, federal bldg. *Saskatoon Sask*: MacCosham Van Lines, moving postal equipment, federal bldg. *Heriot Bay B C*: D C D Piledriving, installation of booster logs. *Stuart Island B C*: D C D Piledriving, float improvement. *Vancouver B C*: Security Storage Co Ltd, moving furniture & equipment, federal bldg. *London England*: M Andrews, redecorating of basement, Sir John A Macdonald Bldg.

The St. Lawrence Seaway Authority

Lachine Que: St Lawrence Steeplejacks Co Ltd, painting of Bridge No 7, Lachine Canal. *Ville St Pierre Que*: Berwil Boiler & Steel Works Ltd, relocation of sidewalks on Bridge No 7. *St Catharines Ont*: M & T Barr of Canada, pressure grouting at Lock 8, Welland Canal.

Department of Transport

Camperdown N S: Dynamic Construction Ltd, construction of emergency power house & plant. *Cape Forchu N S*: Nordbec Construction Inc, construction of reinforced concrete light tower & concrete fog alarm bldg & demolition of existing tower & fog alarm bldg. *Flint Island N S*: Insul-Lite Builders Ltd, construction of three single dwellings & concrete light tower & demolition of duplex dwelling, wooden light tower & old concrete light tower. *Moncton N B*: Rayner Construction Ltd, strengthening runway 11-29 & aircraft parking apron & connecting taxiways, Airport. *Saint John N B*: Sterling Electric Service, lighting of new taxiway from apron to button of Runway 32. *Shippegan Island N B*: Atlantic Construction Ltd, construction of double dwelling, Decca Station. *Montreal Que*: The Highway Paving Co Ltd, installation of water supply mains, meter chamber, valve chambers & associated work, International Airport; E R Chagnon & Sons Ltd, construction of street lighting facilities, Airport. *between Pointe L'Ilet & St Fulgence Que*: Marine Industries Ltd, *dredging in Saguenay River. *Sherbrooke Que*: Accurate Electrical Contractor, installation of airport lighting facilities. *Downsview Ont*: Dynamic Construction Ltd, construction of airport lighting facilities, RCAF Station. *Kenora Ont*: E R Norman, construction of remote transmitter bldg & related work, Airport. *Lonely Island Ont*: Sheppard-McDermid Construction, construction of single dwelling & fog alarm bldg. *North Bay Ont*: M Sullivan & Son Ltd, construction of water supply & distribution mains, sewage disposal line & associated work, Airport. *Peterborough Ont*: Bermingham Construction Ltd, reconstruction of

west entrance wall, Lock 19, Trent Canal. *Sault Ste Marie Ont*: The Foundation Co of Canada Ltd, construction of combined maintenance garage & airport services bldg; H D Short Ltd, construction of electrical power facilities, Airport. *Winnipeg Man*: Plains City Electric, installation of LI lighting, Approach No 25, & MI lighting to replace taxiway lighting to Runway #36, International Airport. *Edmonton Alta*: Arthur A Voice Construction Co Ltd, development of drainage system in Terminal Area, International Airport. *Peace River Alta*: Northwest Electric, construction of airport lighting facilities including MI runway & taxiway lighting & LI lighting on two approaches. *Rocky Mountain House Alta*: McRae & Associates Construction Ltd, construction of single dwelling & double garage & related work. *Langara Island B C*: J H Todd & Sons Ltd, construction of two single dwellings & demolition of existing duplex dwelling & woodshed. *Penticton B C*: Kenyon & Co Ltd, renewal of water system, Airport. *Prince Rupert B C*: Granby Construction & Equipment Ltd, development of instrument exposure site & construction of hydrogen storage & balloon filling shed, Airport. *Whitehorse Y T*: General Enterprises Ltd, relocating nine dwellings & related services, Airport.

Recent Regulations *(Continued from page 944)*

British Columbia Hours of Work Act

The British Columbia Board of Industrial Relations has granted the fresh fruit and vegetable industry its usual seasonal exemption from the operation of the Hours of Work Act, thereby permitting employees in this industry to work longer hours during the period June 1 to November 30, inclusive.

The regulation was gazetted July 13 as B.C. Reg. 100/61.

Saskatchewan Hours of Work Act and Weekly Half-Holiday Act

In Saskatchewan, a conditional exemption from the Hours of Work Act for employees in the beauty culture trade in the city of Saskatoon and a five-mile radius was approved by O.C. 1211/61 and gazetted July 7. It provides that no em-

ployer in this area may require or permit a beauty parlour employee to work more than nine hours in a day, five days in any week or forty-four hours in any week in which no public holiday mentioned in the Minimum Wage Act occurs unless he pays him time and one-half his regular rate. The order further provides that in a week in which one of the eight public holidays mentioned in the Minimum Wage Act occurs, an employee must be paid the overtime rate after nine hours in a day, four days in the week, or 36 hours in the week.

In line with this change, another order was issued under the Weekly Half-Holiday Act (O.C. 1212/61) exempting beauty parlours in Saskatoon and a five-mile radius from the provision requiring shops in cities with a population of 7,000 or more to close every Wednesday afternoon during the period April 1 to August 31 each year.

Decisions of Umpire *(Continued from page 949)*

By using his ability and skill as a bowler to provide the main attraction in a sponsored program, the claimant, needless to say, could but render services to someone and this is all the more true that he undertook to bowl during the program in question by virtue of a contract.

By agreeing to bowl, when he was asked to do so, under conditions he was perfectly aware of in advance, the claimant at the same time became party to a contract under which he undertook to use his skill and ability as a bowler to the advantage and benefit that the other party expected to derive from this kind of activity on his part. In addition, the other party undertook to give him a definite remuneration of

at least \$25.00 for his services, apart from the travelling expenses. The additional amounts he received may, in reality, have been gratuities, but the conditions under which they were to be paid the claimant were clearly and indubitably part of his contract and, as the said gratuities did not come under the category of those for which exception is made under paragraph (f) of subsection (2) of section 72 of the Act, they must, in my opinion, be considered, in the same way as the definite remuneration of \$25.00, as earnings within the meaning of the Act and Regulations.

For all these reasons, I decide to reverse the decision of the board of referees and to allow the insurance officer's appeal.

PRICES AND THE COST OF LIVING

Consumer Price Index, August 1961

The consumer price index (1949=100) increased a fractional 0.1 per cent, to 129.1 from 129.0, between the beginning of July and August. Increases in the food, transportation, recreation and reading, and tobacco and alcohol components more than balanced decreases in the clothing, and health and personal care components. The housing component was unchanged.

It was the first increase since March, when the index rose to 129.1 from 128.9. It was unchanged in April, dropped to 129.0 in May, and stayed there until the latest rise. In August 1960 it stood at 128.6.*

The food index rose 0.3 per cent to 125.3 from 124.9, as a result of price increases for bread combined with higher prices, some seasonally, for eggs, some fresh and canned fruits, coffee, powdered skim milk, pork and some beef cuts. Lower prices were reported for most fresh vegetables, particularly potatoes and tomatoes, and for oranges, bananas, weiners, turkey and some cuts of beef.

The housing index was unchanged at 132.9. A fractional upward movement occurred in the household operation component but the shelter component was unchanged. In household operation, higher prices for fuel, floor coverings, textiles and household supplies offset sale prices for furniture and power lawnmowers. In shelter, the rent index declined as a result of lower prices for tenant repairs, while the home-ownership index increased because of higher property taxes.

The slight decline of 0.1 per cent in the clothing index, to 112.1 from 112.2, resulted largely from sale prices in women's wear, notably cotton street dresses. Scattered price movements were offsetting in men's and children's wear. Footwear prices were unchanged, piece goods declined fractionally.

The transportation index increased 0.2 per cent to 139.0 from 138.7 as a result of higher gasoline prices in the automobile operation component.

The health and personal care index declined 0.3 per cent to 154.6 from 155.1 as a result of a decrease in the health care component. Lower prices for prescriptions

and vitamins in the pharmaceutical index outweighed price increases for other items in this group. The personal care component was unchanged, as higher prices for shaving cream, toothbrushes and face powder were balanced by lower prices for toothpaste and cleaning tissues.

The recreation and reading index rose 0.3 per cent to 145.4 from 145.0. The reading index was unchanged, but the recreation index rose as a result of higher prices for admissions to professional football games in eastern and western Canada.

The tobacco and alcohol index rose 0.3 per cent to 116.1 from 115.8, with higher prices in both components.

City Consumer Price Indexes, July 1961

Consumer price indexes (1949=100) between June and July 1961 rose in six of the ten regional cities, declined slightly in two, and remained steady in two.* Increases ranged from 0.1 per cent in Ottawa to 0.4 per cent in Saskatoon-Regina. The St. John's and Vancouver indexes declined 0.1 per cent and 0.2 per cent respectively.

Food indexes for two cities remained constant but rose in all others; increases ranged from 0.2 per cent in Halifax to 1.7 per cent in Saskatoon-Regina. Shelter indexes were unchanged in four cities, higher in three and lower in three. Clothing indexes declined in seven of the regional cities and remained steady in the other three. Household operation indexes rose in two cities and declined in the other eight. Other commodities and services indexes were down in nine of the cities and unchanged in the other one.

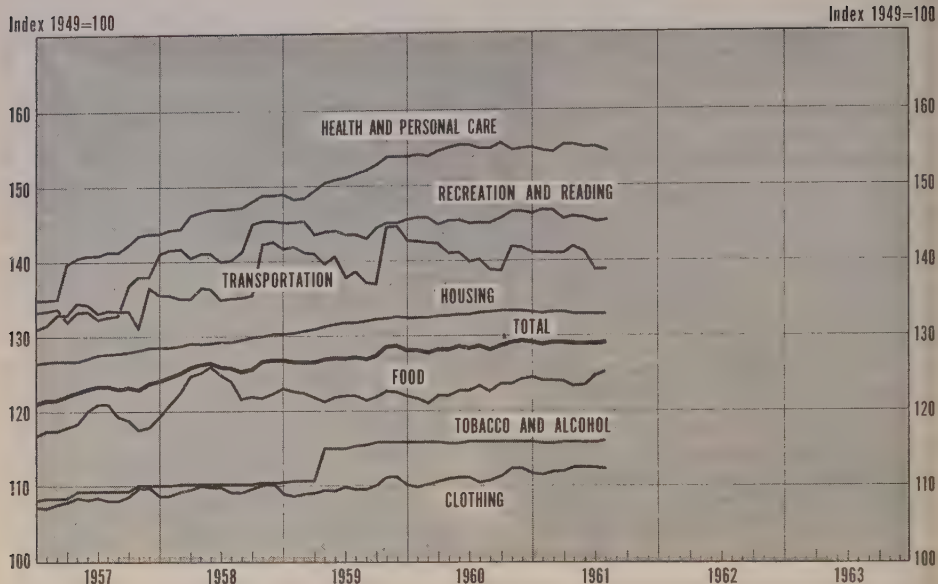
Regional consumer price index point changes between June and July were as follows: Saskatoon-Regina +0.5 to 125.2; Toronto +0.3 to 130.5; Montreal +0.2 to 128.5; Winnipeg +0.2 to 126.9; Edmonton-Calgary +0.2 to 124.4; Ottawa +0.1 to 129.1; Vancouver -0.2 to 128.2; St. John's -0.1 to 116.9†. Halifax and Saint John remained unchanged at 127.8 and 129.7 respectively.

*See Table F-2 at back of book.

†On base June 1951=100.

*See Table F-1 at back of book.

CONSUMER PRICE INDEX



Wholesale Price Index, June 1961

Canada's general wholesale price index (1935-39=100) stood at 231.4 in June, practically unchanged from the May index of 231.3, and 0.4 per cent lower than the June 1960 index of 232.4. Four major group indexes increased in June, while three declined. The non-metallic minerals group index remained unchanged at 183.8.

The non-ferrous metals group index advanced 0.4 per cent in June to 179.0; the animal products index rose 0.3 per cent to 251.5; the wood products group edged upwards to 302.4; and the iron products group index reached 259.3.

The three major group indexes that decreased in the month were: textile products, from 234.4 to 234.1; vegetable products, from 200.2 to 200.1; and chemical products, from 187.8 to 187.6.

U.S. Consumer Price Index, July 1961

The United States consumer price index (1947-49=100) rose 0.4 per cent in July, from 127.6 to 128.1, reaching an all-time high for the second successive month. Principal cause of the rise was higher food prices.

The index has remained virtually steady since last autumn, fluctuating between 127.3 and 127.5 from October 1960 to May 1961. In July 1960 it was 126.6.

U.K. Index of Retail Prices, June 1961

The United Kingdom index of retail prices (Jan. 17, 1956=100) rose one full point between May and June, from 113.6 to 114.6, an all-time high. In June 1960 the index was 110.9, and the average for all 1960 was 110.7.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making applications to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed in the LABOUR GAZETTE.

List No. 155

Arbitration, Industrial

1. NATIONAL ASSOCIATION OF MANUFACTURERS OF THE UNITED STATES OF AMERICA. INDUSTRIAL RELATIONS DIVISION. *A Study of Compulsory Arbitration in Six Foreign Countries, with Implications for the United States*. New York, 1960. Pp. 27.

A brief look at compulsory arbitration, in Australia, New Zealand, Great Britain, Denmark, Sweden, and Norway.

2. UPDEGRAFF, CLARENCE MILTON. *Arbitration of Labor Disputes*, by Clarence M. Updegraff and Whitley P. McCoy. 2d ed., by Clarence M. Updegraff. Washington, BNA inc., c1961. Pp. 321.

Partial Contents: General Nature of Arbitration—Backgrounds. Summary of Labor Laws and Policy. Selection of Arbitrators—their Qualifications, Jurisdictions, and Compensation. The Agreement to arbitrate and the Submission. Arbitration and Various Areas of Employment. The Legal Rules of Evidence—Their Function in Relation to Arbitration. Procedure. Awards and their Enforcement. Observations concerning Several of the Types of Disputes Commonly arbitrated. Enforcement of Contracts to arbitrate.

Canada at Work Broadcasts

The following five talks were sponsored and published by the Federal Department of Labour in Ottawa in 1961.

3. BISHOP, HAZELDINE. *What does old age mean to you?* Pp. 4.

The Speaker is Executive Assistant, Older Persons Section of the Montreal Council of Social Agencies. She talked about some of the problems facing older people.

4. BLACKBURN, GEORGE G. *Commonwealth Technical Training Week in Canada*. Pp. 4.

The Director of the Information Branch of the Federal Department of Labour spoke on the purpose of having a Commonwealth Technical Training Week held from May 29 to June 4 this year.

5. CANADA. DEPARTMENT OF LABOUR. *Don't burn Our Forests*. Pp. 4.

A talk about the dangers of forest fires.

6. CARVER, HUMPHREY. *Housing for Older People*. Pp. 4.

The speaker is with the Central Mortgage and Housing Corporation in Ottawa. He talked about housing and community planning for older people.

7. GORMLEY, PAUL. *Highway Safety*. Pp. 4.

The speaker is Director of Public Relations, Canadian Highway Safety Council in Ottawa. He suggests some ways of keeping cars in good condition.

Employment Management

8. INDUSTRIAL WELFARE SOCIETY. *Legal Problems of Employment*. [3d ed.] London, 1960. Pp. 92.

The book consists of 204 questions and answers on British industrial establishment problems of a legal nature. Some of the topics covered include: absenteeism, accidents, can- teens, deductions from pay, employment conditions, employer's liability, medical and health services, search of employees, termination of employment, wages, and work rules.

9. LOEN, ERNEST L. *Personnel Management Guides for Small Business*. Washington, GPO, 1961. Pp. 52.

Tells "(1) how to recruit potential employees, (2) how to train selected recruits to do their jobs efficiently, (3) how to pay them for the work that they perform, (4) how to set up a workplace environment that will keep them happy in their work, and (5) how to deal with them as a group if they are unionized."

10. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Following up Attitude Survey Findings*, by Stephen Habbe. New York, 1961. Pp. 75.

Points out that an attitude survey is "the only medium that enables all the employees to express themselves on many subjects at approximately the same time." Discusses the reasons for working an attitude survey and the follow-up, and presents several case studies.

11. ONTARIO. LEGISLATIVE ASSEMBLY. SPECIAL COMMITTEE ON PORTABLE PENSIONS. [Meeting of the Special Committee of the Whole House on Portable Pensions held in. . .Parliament Buildings, Toronto, Ontario, Wednesday, February 15th, 1961] Toronto, Angus, Stonehouse & Co. Ltd., Official Reporters, 1961. Pp. 127.

R. J. Boyer, chairman.

A discussion of the report of the Committee on Portable Pensions set up by the Government of Ontario. One of the consultants appearing was Dr. Robert M. Clark.

Industrial Disputes

12. ANTON, FRANK ROBERT. *Government Supervised Strike Votes. A Study prepared for the Department of Labour, Ottawa under the University Research Program.* Toronto, CCH Canadian Ltd., 1961. Pp. 190.

Partial Contents: Federal Strike Vote Experience in Canada and the United States during World War II. Labour Legislation in Alberta. Supervised Voting Provisions in the Alberta Labour Act. Supervised Strike Voting in British Columbia. Strike Vote Procedures of Local Unions. Compulsory Strike Vote Legislation. General Issues involved in Supervised Strike Voting.

13. INDIAN NATIONAL TRADE UNION CONGRESS. *Central Government Employees Strike in Retrospect.* New Delhi, 1960. Pp. 12.

A report of a general strike by a section of the employees of the Central Government of India in July 1960, allegedly sponsored by the Communists.

Labour Laws and Legislation

14. CITRINE, NORMAN ARTHUR. *Trade Union Law.* 2d ed. With a foreword by the Right Hon. Viscount Kilmaur. London, Stevens and Sons Ltd., 1960. Pp. 656.

Contains a brief history of trade union law in Great Britain with a discussion on two legal doctrines: restraint of trade and conspiracy, but the major part of the book consists of a commentary on the trade union acts. The author attempts to deal with every facet of the law relating to trade unions in Great Britain.

15. CULLEN DONALD EUGENE. *Minimum Wage Laws.* Ithaca, New York State School of Industrial and Labor Relations, Cornell University 1961. Pp. 58.

A review of the conflicting points of view on the minimum wage issue in the U.S., including an examination of Federal and state legislation. Also studies the New York State law which combines the features characteristic of most other state laws.

16. SHAFI, MOHAMMAD, Ed. *Labour Law Cases, 1959-60.* Citation: L.L.C.1959-60. S.C., 25; etc. Karachi, Bureau of Labour Publications, 1961. Pp. 344.

"Decisions of the Supreme Court, High Courts, and Industrial Courts in Pakistan during 1959 and 1960 under the Industrial Disputes Ordinance, Payment of Wages Act, Workmen's Compensation Act, etc."

17. SYKES, EDWARD IRVING. *The Employer, the Employee and the Law.* Sydney, Law Book Co. of Australasia Pty Ltd., 1960. Pp. 136.

Partial Contents: The Reception of English Law in Australia and the Federal System. The Sources of Industrial Law in Australia. The Australian System—State and Federal. The Topics of Industrial Law and the Courts Available. Contracts and the Contract of Service.

The Employment Relationship and the Criminal Law. Certain Facts about Torts. Equity and the Injunction. Trade Unions.

16. SYKES EDWARD IRVING. *Strike Law in Australia.* Sydney, Law Book Co. of Australasia Pty Ltd., 1960. Pp. 289.

Partial Contents: The Nature of the Pressures employed. The Legal Meaning of "Strike" and "Lock-Out". The Controls of the Criminal Law. The Controls of the Civil Law—the Tort Action for Damages and the Equity Injunction. The Controls of the Arbitration Tribunals. Liability of Trade Unions.

Labour Organization

19. CLEGG, HUGH ARMSTRONG. *Trade Union Officers; a Study of Full-Time Officers, Branch Secretaries and Shop Stewards in British Trade Unions,* by H. A. Clegg, A. J. Killick and Rex Adams. Oxford, Basil Blackwell, 1961. Pp. 273.

This study is based on a survey of 18 national unions, on local inquiries, and on returns from a questionnaire distributed nationally. The book points out some problems which face trade union officers in the administration of their unions and suggests that "it is possible to seek for solutions [to the problems] by comparing the practices, rules and experience of one union with another."

20. GALENSON, WALTER. *Trade Union Democracy in Western Europe.* Berkeley, University of California Press 1961. Pp. [97]

Provides a summary survey of the trade union situation in Italy, France, Belgium, Holland, Austria, Great Britain, Denmark, Norway and Sweden.

21. GLASS BOTTLE BLOWERS' ASSOCIATION OF THE UNITED STATES AND CANADA. *Flame and Heart; A History of the Glass Bottle Blowers' Association of the United States and Canada* [by] Lee W. Minton [international president. Washington, Merkle Press, 1961] Pp. 151.

22. TEXTILE WORKERS UNION OF AMERICA. 'Almost unbelievable'. *The Story of an Industry, a Union and a Law.* New York, 1961. Pp. [77].

The story of the attempts of the Textile Workers Union of America to organize textile workers in the Southern United States.

23. ULMAN, LLOYD. *American Trade Unionism—Past and Present: 1. The Development of Trades and Labor Unions. 2. Unionism and Collective Bargaining in the Modern Period.* Berkeley, Institute of Industrial Relations, University of California, 1961. Pp. 366-482.

Labouring Classes

24. BERNSTEIN, IRVING. *The Lean Years; a History of the American Worker, 1920-1933.* Boston, Houghton Mifflin, 1960. Pp. 577.

"... This book is about the worker in American society at a particular stage of its development." The author deals with the condition of organized and unorganized workers; the policies of employers and the courts; unemployment in the depression; the activities of the Hoover Administration during the period of mass unemployment; the beginning of a national relief program; the anti-injunction legislation; and, the emergence of a social reform movement culminating in the New Deal.

25. KENNEDY, VAN DUSEN. *Labour and Indian Development*. Berkeley, Institute of Industrial Relations, University of California, 1960. Pp. 7.

A brief discussion of industrial relations in India.

26. POLLARD, SIDNEY. *A History of Labour in Sheffield*. Liverpool, Liverpool University Press, 1959. Pp. 372.

A history of labouring classes in Sheffield, England, from 1850 to 1939.

Older Workers

27. BUREAU OF NATIONAL AFFAIRS, WASHINGTON, D.C. *Retirement Policies*. Washington, c1960. Pp. 13.

Partial Contents: Pension & Profit-Sharing Plans. Retirement Age. Preparing Employees for Retirement. Services & Benefits for Retired Employees.

28. U.S. CIVIL SERVICE COMMISSION. *The Older Worker in the Federal Service*. Prepared for the White House Conference on Aging. Washington, GPO, 1961. Pp. 19.

Publication of this report sponsored by U.S. Federal Council on Aging.

Productivity

29. CONFERENCE ON RESEARCH IN INCOME AND WEALTH. *Output, Input, and Productivity Measurement*. Princeton, Princeton University Press, 1961. Pp. 506.

30. SALTER, WILFRED EDWARD GRAHAM. *Productivity and Technical Change*. Cambridge [Eng.] University Press, 1960. Pp. 198.

Contains a "theoretical analysis of the relationships between movements of productivity, prices, costs, wages and investment in industries experiencing a continuous flow of new techniques." Also examines the relationships between movements of productivity, prices, costs, etc. in a number of British and American industries.

Unemployment

31. NATIONAL PLANNING ASSOCIATION. *A Joint Statement on the Rise of Chronic Unemployment*. Washington, 1961. Pp. 45.

States that chronic unemployment "results from inadequate growth, technological developments, changes in locational factors of production, changes in the international economic

structure, and from discrimination against age and racial groups practised by some employers and in some cases by unions."

32. U.S. ASSISTANT SECRETARY OF DEFENSE (SUPPLY AND LOGISTICS). *Defense Procurement in Labor Surplus Areas; Information on the Army, Navy, and Air Force Programs on Behalf of Labor Surplus Areas as related to Military Procurement, and Steps that should be taken by Business Concerns in Areas of Substantial Labor Surplus in seeking to participate in Defense Procurement either as Prime Contractors or Subcontractors*. Washington, GPO, 1958. Pp. 18.

33. U.S. LIBRARY OF CONGRESS, LEGISLATIVE REFERENCE SERVICE. *Federal Assistance to Labor Surplus Areas; a Report prepared at the Request of the Chairman of the Committee on Banking and Currency, United States House of Representatives, 85th Congress, 1st Session*, by Sar A. Levitan. Legislative Reference Service of the Library of Congress. Washington, GPO, 1957. Pp. 89.

Workmen's Compensation

34. ALBERTA. WORKMEN'S COMPENSATION BOARD. *Forty-third Annual Report for the Year ended December 31, 1960*. Edmonton, 1961. Pp. 39.

35. ONTARIO. WORKMEN'S COMPENSATION BOARD. *Annual Report, 1960*. Toronto, Queen's Printer, 1961. Pp. 106.

Miscellaneous

36. EUROPEAN PRODUCTIVITY AGENCY. *Better Buying through Consumer Information* [by] Jean Meynaud. Project 6/03G. [Paris] OEEC [1961] Pp. 136.

37. LABOUR RESEARCH DEPARTMENT. *Who owns the Press? After the Shut Downs and Mergers*. London, 1961. Pp. 19.

A brief look at the large newspaper chains in Great Britain.

38. MEDICAL SOCIETY OF THE DISTRICT OF COLUMBIA. COUNCIL ON REHABILITATION. *Report*. [Project No. 73] Washington, 1960. Pp. 226.

Contents: Pt. 1. Rehabilitation. Washington Metropolitan Area, Present Pattern—Problems and Needs, A Frame of Reference for Community Planning. Pt. 2. Physician Survey. Physicians in the Washington Metropolitan Area indicate their Views on Community Needs and Resources in Patient Care and Rehabilitation.

39. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Pricing: Policies and Practices*, by Jules Backman. New York, 1961. Pp. 143.

"... Examines... the pricing techniques of companies in many different industries."

40. NORTH ATLANTIC TREATY ORGANIZATION. *The North Atlantic Treaty Organization*. 9th ed. Paris, 1961. Pp. 96.

Contains a brief history of NATO, its structure, activities and achievements.

41. SIMLER, NORMAN JAMES. *The Impact of Unionism on Wage-Income Ratios in the*

Manufacturing Sector of the Economy. Minneapolis, University of Minnesota Press, 1961. Pp. 71.

"The principal aim of this study is to examine the assertion that the growth of unionism since the 1930's has been associated with an increase in the relative income share of labor."

New Dates for Broadcast Series on Older Workers

Since the announcement in last month's issue (p. 826) of the six-week series of radio broadcasts on various aspects of the older worker problem, it has become necessary to delay the series one week. Some changes have also been made in the order of appearance of the participants.

The series is now scheduled to run from the week beginning October 1 to the end of the week beginning November 5.

The opening broadcast will now be a talk by Miss Marion Royce, Director, Women's Bureau, Department of Labour, Ottawa. Her subject will be "The Older Woman and the Working World." It is expected that Miss Royce will describe some of the problems that mature women encounter in trying to enter or re-enter the working world. This talk should be of particular interest to women, but will also contain many items of value to male employers and employees.

On the broadcast during the week beginning October 8, A. Andras, Director of Legislation, Canadian Labour Congress, will speak on "Retirement Practices and Their Implications." It is expected that Mr. Andras will help to bring wider understanding of the complex problems that arise in connection with the establishment of retirement policies.

The broadcast during the week beginning October 15 will be by James L. Clare, until recently a Professor of Actuarial Mathematics at the University of Manitoba and

now an Actuarial Consultant, who will discuss the perplexities of pension plans. He will deal with the question: "Do you support your pension plan—or does your pension plan work for you?"

On the program during the week beginning October 22, D. K. Grant, M.D., Director of Medical Services, Ontario Hydro-Electric Power Commission, Toronto, will discuss "Occupational Medicine and the Older Worker." It is expected that Dr. Grant will describe some of the methods that can be used in industry to maintain the health of its workers, with particular reference to the effects of occupational medicine on mature workers.

The broadcast scheduled for the week beginning October 29 will be by A. F. MacArthur, Commissioner, Unemployment Insurance Commission, who will talk on the subject of "Finding Jobs for Older Workers." It is expected that Mr. MacArthur will describe the role of the National Employment Service in assisting mature job applicants to overcome age barriers.

Hon. Michael Starr, Minister of Labour, Ottawa, will close the series during the week beginning November 5 by discussing "The Older Worker and the Community".

Coming issues of the LABOUR GAZETTE will summarize some of the points brought out by the various speakers.

A list of the radio stations carrying the series may be obtained from the Information Branch, Department of Labour, Ottawa.

LABOUR STATISTICS

	PAGE
Tables A-1 to A-2—Labour Force.....	965
Table B-1—Labour Income.....	966
Tables C-1 to C-6—Employment, Hours and Earnings.....	967
Tables D-1 to D-6—Employment Service Statistics.....	972
Tables E-1 to E-4—Unemployment Insurance.....	982
Tables F-1 and F-2—Prices.....	984
Tables G-1 to G-4—Strikes and Lockouts.....	985

A—Labour Force

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED JULY 22, 1961

(Estimates in thousands)

SOURCE: DBS Labour Force Survey

	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force.....	6,743	629	1,855	2,457	1,195	607
Men.....	4,972	474	1,395	1,772	879	452
Women.....	1,771	155	460	685	316	155
14—19 years.....	823	98	254	259	152	60
20—24 years.....	855	90	275	280	145	65
25—44 years.....	2,951	248	818	1,107	504	278
45—64 years.....	1,888	171	460	728	344	187
65 years and over.....	226	24	48	85	50	19
Employed.....	6,389	586	1,733	2,345	1,158	567
Men.....	4,681	437	1,295	1,681	849	419
Women.....	1,708	149	438	664	309	148
Agricultural.....	792	67	157	200	335	33
Non-Agricultural.....	5,597	519	1,576	2,145	823	534
Paid Workers.....	5,130	461	1,428	2,000	762	479
Men.....	3,612	329	1,030	1,393	514	346
Women.....	1,518	132	398	607	248	133
Unemployed.....	354	43	122	112	37	40
Men.....	291	37	100	91	30	33
Women.....	63	*	22	21	*	*
Persons Not in the Labour Force.....	5,280	582	1,568	1,762	859	509
Men.....	1,015	130	295	310	165	115
Women.....	4,265	452	1,273	1,452	694	394

* Less than 10,000.

TABLE A-2—UNEMPLOYED

(Estimates in thousands)

Source: DBS Labour Force Survey

	July 1961	June 1961	July 1960
Total unemployed.....	354	370	330
On temporary layoff up to 30 days.....	21	16	19
Without work and seeking work.....	333	354	311
Seeking full-time work.....	310	332	290
Seeking part-time work.....	23	22	21
Seeking under 1 month.....	104	86	110
Seeking 1—3 months.....	100	101	102
Seeking 4—6 months.....	49	72	42
Seeking more than 6 months.....	80	95	57

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME

Note: All figures in this table except those for 1956 have been revised. Monthly and quarterly figures may not add to annual totals because of rounding.

(\$ Millions)

Source: Dominion Bureau of Statistics

Year and Month	Monthly Total			Quarterly Totals ⁽¹⁾						
	Mining	Manu- facturing	Trans- portation, Storage and Communi- cation ⁽²⁾	Forestry	Construc- tion	Public Utilities	Trade	Finance Services (including Govern- ment)	Supple- men- tary Labour income	Totals (3)
1956—Total....	498	4,586	1,560	371	1,210	239	2,069	3,546	617	14,890
1957—Total....	535	4,838	1,661	336	1,311	277	2,265	3,920	683	16,018
1958—Total....	527	4,828	1,677	270	1,329	298	2,359	4,295	739	16,524
1959—Total....	552	5,103	1,773	288	1,472	316	2,528	4,705	819	17,761
1960—Total....	551	5,200	1,779	326	1,472	327	2,641	5,095	916	18,514
1960—										
June.....	46.7	443.3	152.4							1,590.2
July.....	46.3	435.3	155.0							1,578.9
August.....	46.7	437.9	154.4	88.6	446.7	84.7	663.5	1,282.7	232.9	1,592.3
September.....	46.9	442.0	153.2							1,620.7
October.....	45.7	437.5	151.2							1,599.8
November.....	45.4	432.3	148.5	91.6	369.9	82.6	685.4	1,319.2	235.5	1,573.7
December.....	44.3	422.6	144.7							1,529.4
1961—										
January.....	44.2	420.0	140.5							1,494.3
February.....	44.4	424.4	142.0	62.1	278.7	81.8	656.5	1,327.4	235.7	1,502.3
March.....	44.5	427.1	142.5							1,510.1
April.....	43.2	431.5	145.4							1,536.2
May*.....	45.7	443.1	151.2	62.4	354.9	84.5	679.2	1,381.1	242.3	1,592.7
June†.....	46.2	457.9	162.7							1,656.6

(1) Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

(2) Includes post office wages and salaries.

(3) Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

*Revised.

†Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees—at June 1961 employers in the principal non-agricultural industries reported a total employment of 2,867,729. Tables C-4 (every second month) and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Year and Month	Industrial Composite				Manufacturing			
	Index Numbers (1949=100) ⁽¹⁾				Index Numbers (1949=100)			
	Employment	Aggregate Payrolls	Average Weekly Wages and Salaries	Average Weekly Wages and Salaries	Employment	Aggregate Payrolls	Average Weekly Wages and Salaries	Average Weekly Wages and Salaries
				\$				\$
Averages								
1955.....	112.9	161.2	142.1	61.05	109.8	159.5	144.4	63.48
1956.....	120.7	182.0	150.0	64.44	115.8	176.8	151.7	66.71
1957.....	122.6	194.7	158.1	67.93	115.8	185.3	159.1	69.94
1958.....	117.9	194.1	163.9	70.43	109.8	182.7	165.3	72.67
1959.....	119.7	205.7	171.0	73.47	111.1	193.3	172.5	75.84
1960								
June.....	122.8	217.7	176.1	75.67	112.1	201.8	177.8	78.16
July.....	121.9	217.8	177.6	76.28	110.2	198.4	177.8	78.18
August.....	123.1	291.0	176.8	75.94	111.7	199.7	176.5	77.62
September.....	123.1	220.7	178.2	76.55	111.6	201.6	178.2	78.37
October.....	121.5	218.2	178.3	76.60	109.6	199.4	179.6	78.95
November.....	119.7	214.5	177.9	76.43	108.1	197.2	180.0	79.16
December.....	114.8	202.4	175.0	75.18	104.1	187.0	177.2	77.92
1961								
January.....	111.6	201.4	179.2	77.00	104.3	191.6	181.1	79.65
February.....	111.0	202.5	181.1	77.80	104.6	193.5	182.5	80.24
March.....	111.1	202.3	180.7	77.64	104.9	194.4	182.8	80.36
April.....	112.6	206.3	181.8	78.12	105.4	196.7	184.1	80.95
May*.....	117.2	214.6	181.6	78.00	108.4	201.8	183.6	80.72
June†.....	121.0	223.2	182.9	78.59	111.0	208.0	184.8	81.27

⁽¹⁾Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service, (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

*Revised.

†Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, D.B.S.

Area	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	May 1961	Apr. 1961	May 1960	May 1961	Apr. 1961	May 1960
Provinces						
Newfoundland.....	117.0	107.0	121.8	71.76	70.69	66.42
Prince Edward Island.....	131.9	111.2	131.8	56.39	59.29	55.65
Nova Scotia.....	96.0	86.4	97.4	64.03	63.97	62.21
New Brunswick.....	99.1	88.7	99.1	61.45	64.55	61.18
Quebec.....	116.4	112.3	117.8	75.22	75.60	72.39
Ontario.....	118.1	115.1	119.9	81.19	80.80	78.37
Manitoba.....	109.8	105.1	111.3	72.86	72.78	71.21
Saskatchewan.....	123.2	116.8	128.8	73.68	73.38	71.41
Alberta (including Northwest Territories).....	153.4	143.9	154.0	79.73	79.41	76.76
British Columbia (including Yukon).....	112.0	108.8	116.4	85.33	86.03	82.86
Canada.....	116.9	112.6	118.9	77.99	78.12	75.36
Urban Areas						
St. John's.....	127.0	117.7	133.0	59.29	57.09	54.45
Sydney.....	88.7	74.2	85.7	76.51	75.10	76.36
Halifax.....	121.2	113.3	115.2	63.56	64.12	61.62
Moncton.....	102.5	99.2	97.8	60.23	60.06	60.11
Saint John.....	101.5	95.4	101.1	60.60	62.47	60.15
Chicoutimi—Jonquiere.....	110.4	107.9	118.8	95.10	97.78	86.33
Quebec.....	113.3	108.5	112.1	67.51	66.74	63.06
Sherbrooke.....	98.6	97.3	100.5	64.97	64.21	60.85
Shawinigan.....	104.5	101.5	105.2	85.01	86.06	81.58
Three Rivers.....	111.1	108.5	115.7	72.89	73.28	68.20
Drummondville.....	74.9	75.0	74.8	63.10	63.49	59.99
Montreal.....	122.8	121.7	123.7	77.11	76.85	74.53
Ottawa—Hull.....	127.2	122.1	125.2	72.33	72.87	69.49
Kingston.....	121.2	116.7	111.9	76.91	76.74	75.15
Peterborough.....	90.4	88.7	98.2	86.88	85.01	83.65
Oshawa.....	175.3	172.2	186.7	90.43	90.44	91.01
Toronto.....	130.4	128.7	129.9	81.69	81.41	78.76
Hamilton.....	108.2	105.9	114.5	86.66	86.77	83.07
St. Catharines.....	106.7	105.1	110.4	89.05	88.96	83.95
Niagara Falls.....	98.9	92.3	100.6	81.02	83.24	77.30
Brantford.....	82.4	82.2	83.1	74.99	75.11	71.92
Guelph.....	119.6	115.8	121.6	72.41	71.29	69.52
Galt.....	105.4	105.2	115.8	70.52	69.65	67.16
Kitchener.....	121.1	117.0	121.0	73.32	73.33	71.90
Sudbury.....	146.5	146.1	144.7	90.82	91.55	88.44
Timmins.....	91.5	90.5	94.1	70.90	71.18	68.89
London.....	128.1	125.1	124.6	74.09	74.03	71.86
Sarnia.....	126.2	123.0	126.1	92.04	100.26	95.91
Windsor.....	74.4	72.7	79.1	88.32	87.17	87.39
Sault Ste. Marie.....	140.0	135.2	143.2	104.49	99.46	93.14
Ft. William—Pt. Arthur.....	110.2	105.0	109.2	80.47	80.93	77.57
Winnipeg.....	110.7	107.4	111.7	70.14	70.23	68.21
Regina.....	132.7	129.6	133.8	72.23	72.00	68.63
Saskatoon.....	143.4	134.3	139.4	69.18	69.68	67.52
Edmonton.....	187.0	177.9	186.4	74.56	74.07	71.83
Calgary.....	172.2	166.7	170.8	75.77	75.86	72.97
Vancouver.....	111.0	109.3	115.0	85.75	84.35	81.23
Victoria.....	107.0	104.8	111.1	76.85	78.07	74.11

TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949 = 100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls D.B.S.

Industry	Employment Index Numbers			Average Weekly Wages and Salaries, in Dollars		
	May 1961	Apr. 1961	May 1960	May 1961	Apr. 1961	May 1960
Mining.....	117.3	111.8	113.0	\$ 95.80	\$ 95.16	\$ 93.86
Metal mining.....	132.4	130.3	137.9	98.32	96.35	95.65
Gold.....	71.8	70.7	74.0	79.51	77.56	76.65
Other metal.....	188.9	185.9	197.5	104.98	103.01	102.29
Fuels.....	85.7	76.5	81.8	95.38	96.54	95.59
Coal.....	45.8	37.5	40.9	74.22	71.35	74.34
Oil and natural gas.....	257.4	244.7	258.1	111.60	113.14	110.08
Non-metal.....	141.1	131.0	133.9	85.87	87.46	82.41
Manufacturing.....	108.3	105.4	110.6	80.70	80.95	77.80
Durable goods.....	110.8	107.5	116.1	86.88	88.90	83.47
Non-durable goods.....	106.1	103.6	106.0	75.29	75.77	72.57
Food and beverages.....	111.7	104.5	113.1	72.00	72.72	70.21
Meat products.....	134.8	128.7	137.2	82.55	80.97	79.37
Canned and preserved fruits and vegetables.....	82.2	71.1	84.8	64.47	68.55	62.63
Grain mill products.....	102.0	98.9	103.7	79.05	78.37	75.38
Bread and other bakery products.....	110.1	107.6	112.2	68.14	66.59	67.07
Distilled and malt liquors.....	100.9	97.0	103.8	96.37	96.09	94.18
Tobacco and tobacco products.....	78.7	77.9	78.0	82.27	80.87	78.49
Rubber products.....	96.9	96.0	102.5	82.29	82.27	79.30
Leather products.....	86.2	85.6	80.5	53.85	53.89	48.83
Boots and shoes (except rubber).....	92.7	91.9	88.9	51.00	50.95	46.34
Textile products (except clothing).....	77.5	76.7	77.7	63.82	64.14	61.88
Cotton yarn and broad woven goods.....	70.2	69.8	70.2	59.57	60.81	57.91
Woolen goods.....	60.9	59.5	61.0	60.89	60.43	58.23
Synthetic textiles and silk.....	82.4	81.8	83.5	71.20	70.11	68.78
Clothing (textile and fur).....	88.4	89.1	88.0	49.25	50.25	46.96
Men's clothing.....	90.4	90.2	90.4	47.90	49.01	45.63
Women's clothing.....	95.1	98.5	92.7	50.41	52.25	48.36
Knit goods.....	70.1	69.4	69.8	49.23	49.70	47.01
Wood products.....	103.9	97.2	106.1	69.35	70.33	66.10
Saw and planing mills.....	106.9	97.4	108.4	71.63	73.56	68.09
Furniture.....	108.1	105.9	110.3	66.53	66.09	63.90
Other wood products.....	81.2	79.1	87.7	62.04	61.98	59.82
Paper products.....	123.8	120.9	123.8	94.25	96.23	89.73
Pulp and paper mills.....	124.8	121.9	124.9	101.72	104.45	96.46
Other paper products.....	121.4	118.7	121.1	76.26	76.45	73.20
Printing, publishing and allied industries.....	123.8	123.2	124.3	87.32	87.14	84.79
Iron and steel products.....	103.1	101.9	109.0	92.07	91.50	87.69
Agricultural implements.....	67.0	69.9	76.5	92.42	93.02	90.23
Fabricated and structural steel.....	146.9	142.0	161.8	93.66	92.72	87.57
Hardware and tools.....	100.2	98.3	102.7	81.44	82.03	79.82
Heating and cooking appliances.....	92.1	92.1	95.4	78.16	77.62	76.97
Iron castings.....	88.5	87.3	92.3	86.41	86.67	82.49
Machinery, industrial.....	113.7	113.0	119.5	88.10	88.23	81.98
Primary iron and steel.....	117.4	115.4	123.4	107.89	105.30	98.47
Sheet metal products.....	105.1	103.6	110.1	90.54	89.87	87.56
Wire and wire products.....	110.8	108.4	119.8	91.75	92.09	88.72
Transportation equipment.....	106.9	103.3	112.8	90.87	91.30	89.03
Aircraft and parts.....	258.4	257.0	242.9	95.40	95.44	92.59
Motor vehicles.....	105.6	103.3	115.5	100.18	98.87	100.03
Motor vehicles parts and accessories.....	104.0	101.9	110.0	90.95	90.85	87.00
Railroad and rolling stock equipment.....	53.8	53.0	64.5	81.02	81.08	80.21
Shipbuilding and repairing.....	130.4	113.7	133.1	81.56	85.39	81.01
Non-ferrous metal products.....	123.7	122.4	130.4	93.13	92.42	87.91
Aluminum products.....	136.9	135.3	144.0	90.04	90.58	85.52
Brass and copper products.....	101.3	100.6	103.7	87.57	86.72	83.55
Smelting and refining.....	144.2	142.2	153.8	101.20	99.89	94.53
Electrical apparatus and supplies.....	129.6	127.2	134.7	87.64	87.58	84.23
Heavy electrical machinery.....	97.7	96.1	108.0	94.91	95.19	91.68
Telecommunication equipment.....	220.0	210.4	214.8	86.71	87.82	82.07
Non-metallic mineral products.....	138.9	130.4	144.7	85.31	83.30	80.90
Clay products.....	88.4	78.8	93.6	77.75	77.56	75.86
Glass and glass products.....	154.0	149.5	151.5	80.98	80.07	76.71
Products of petroleum and coal.....	137.9	135.7	139.8	117.39	116.26	116.72
Petroleum refining and products.....	140.5	138.5	142.5	118.18	116.95	117.79
Chemical products.....	135.0	130.9	134.3	94.85	93.96	90.37
Medicinal and pharmaceutical preparations.....	119.4	118.8	118.6	82.81	83.15	79.76
Acids, alkalis and salts.....	156.6	153.4	153.9	107.52	105.10	102.13
Miscellaneous manufacturing industries.....	135.8	132.6	130.0	71.45	72.28	69.20
Construction.....	121.7	106.6	130.4	80.99	82.72	77.58
Building and general engineering.....	116.8	105.1	123.9	87.80	89.82	84.28
Highways, bridges and streets.....	130.0	109.1	141.1	70.79	71.34	67.93
Electric and motor transportation.....	135.3	133.1	132.7	82.71	81.80	80.15
Service.....	147.8	143.0	143.8	55.21	55.91	52.96
Hotels and restaurants.....	129.1	124.8	130.7	42.20	42.45	41.15
Laundries and dry cleaning plants.....	122.3	119.6	116.5	48.37	48.79	46.88
Industrial composite.....	116.9	112.6	118.9	77.99	78.12	75.36

Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners of the co-operative firms.

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING BY PROVINCES

(Hourly-Rated Wage-Earners) SOURCE: Man-hours and Hourly Earnings (Dominion Bureau of Statistics)

(The latest figures are subject to revision)

	Average Hours Worked			Average Hourly Earnings		
	May 1961	April 1961	May 1960	May 1961	April 1961	May 1960
Newfoundland.....	40.7	41.0	41.6	\$ 1.71	\$ 1.78	\$ 1.58
Nova Scotia.....	40.1	40.7	41.1	1.60	1.61	1.55
New Brunswick.....	38.8	42.3	41.5	1.56	1.63	1.54
Quebec.....	41.4	41.5	40.5	1.65	1.64	1.61
Ontario.....	40.5	40.3	40.2	1.94	1.94	1.88
Manitoba.....	39.8	39.8	39.7	1.73	1.72	1.69
Saskatchewan.....	39.5	39.4	39.5	1.99	1.99	1.89
Alberta ⁽¹⁾	39.9	39.8	39.7	1.96	1.95	1.90
British Columbia ⁽²⁾	37.8	38.4	37.5	2.23	2.24	2.16

⁽¹⁾ Includes Northwest Territories.

⁽²⁾ Includes Yukon Territory.

NOTE:—Information on hours and earnings by cities is obtainable from Man-Hours and Hourly Earnings (Dominion Bureau of Statistics.)

TABLE C-5—HOURS AND EARNINGS BY INDUSTRY

(Hourly-Rated Wage-Earners)

Source: Man-Hours and Hourly Earnings, D.B.S.

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	May 1961	Apr. 1961	May 1960	May 1961	Apr. 1961	May 1960	May 1961	Apr. 1961	May 1960
	no.	no.	no.	\$	\$	\$	\$	\$	\$
Mining	42.1	41.4	41.9	2.12	2.13	2.09	89.13	88.04	87.41
Metal mining.....	42.4	41.5	42.0	2.20	2.20	2.16	93.24	91.35	91.00
Gold.....	43.6	41.5	43.1	1.71	1.71	1.66	74.45	71.00	71.55
Other metal.....	41.9	41.6	41.6	2.39	2.39	2.36	100.38	99.17	98.44
Fuels.....	40.4	39.9	40.4	1.96	1.96	1.98	79.48	77.97	80.02
Coal.....	41.0	40.6	40.7	1.77	1.72	1.78	72.79	69.91	72.34
Oil and natural gas.....	39.3	38.7	39.9	2.35	2.37	2.32	92.26	91.49	92.56
Non-metal.....	42.7	42.6	42.9	1.95	1.97	1.85	83.38	84.10	79.55
Manufacturing	40.5	40.6	40.1	1.84	1.84	1.79	74.38	74.56	71.69
Durable goods.....	40.8	40.8	40.5	1.99	1.99	1.93	81.24	81.26	78.18
Non-durable goods.....	40.1	40.4	39.7	1.70	1.70	1.65	68.03	68.43	65.29
Food and beverages.....	40.8	40.6	40.9	1.64	1.65	1.59	66.89	67.10	65.03
Meat products.....	41.4	40.2	40.7	1.91	1.91	1.86	79.20	76.64	75.79
Canned and preserved fruits and vegetables.....	38.5	39.5	38.3	1.41	1.48	1.39	54.79	58.55	53.34
Grain mill products.....	43.1	42.2	42.3	1.75	1.74	1.69	75.66	73.55	71.59
Bread and other bakery products.....	42.6	41.8	42.8	1.48	1.46	1.46	63.01	61.29	62.56
Distilled liquors.....	40.0	40.3	40.6	2.09	2.09	2.00	83.84	84.22	81.18
Malt liquors.....	39.4	39.4	39.8	2.34	2.33	2.25	92.13	91.58	89.43
Tobacco and tobacco products.....	40.4	39.9	40.2	1.90	1.90	1.82	76.95	75.67	72.97
Rubber products.....	40.6	41.1	40.1	1.87	1.86	1.83	75.79	76.34	73.29
Leather products.....	39.4	39.7	35.4	1.25	1.24	1.22	49.01	49.10	43.10
Boots and shoes (except rubber).....	39.1	39.2	34.6	1.19	1.18	1.18	46.64	46.41	40.85
Other leather products.....	39.8	40.8	37.3	1.36	1.35	1.29	54.34	55.05	48.17
Textile products (except clothing).....	41.6	41.9	41.3	1.37	1.37	1.34	57.06	57.45	55.30
Cotton yarn and broad woven goods.....	39.3	40.4	39.7	1.39	1.40	1.35	54.82	56.43	53.38
Woolen goods.....	43.4	43.1	42.3	1.28	1.28	1.25	55.49	55.24	52.78
Synthetic textiles and silk.....	43.4	43.1	42.4	1.47	1.44	1.44	63.60	62.25	61.16
Clothing (textile and fur).....	37.4	38.2	36.4	1.17	1.18	1.14	43.82	45.03	41.28
Men's clothing.....	36.7	37.6	36.0	1.17	1.18	1.14	43.00	44.29	41.01
Women's clothing.....	36.3	37.4	35.3	1.23	1.26	1.20	44.79	46.97	42.24
Knit goods.....	40.1	40.6	38.8	1.09	1.10	1.07	43.83	44.49	41.38
*Wood products.....	40.8	41.3	40.1	1.61	1.63	1.57	65.79	67.21	63.00
Saw and planing mills.....	40.3	41.0	39.5	1.71	1.75	1.67	69.15	71.74	65.98
Furniture.....	41.8	41.7	41.1	1.46	1.46	1.44	61.17	60.91	59.02
Other wood products.....	41.6	42.0	41.3	1.36	1.35	1.33	56.46	56.76	55.13
Paper products.....	40.9	41.6	40.9	2.15	2.17	2.05	88.11	90.28	83.94
Pulp and paper mills.....	40.9	41.8	41.1	2.32	2.34	2.19	95.04	98.05	90.13
Other paper products.....	41.0	41.0	40.5	1.70	1.69	1.65	69.44	69.37	66.71
Printing, publishing and allied industries.....	38.7	38.7	39.2	2.22	2.21	2.17	85.99	85.76	84.87
*Iron and steel products.....	40.9	40.6	40.3	2.14	2.13	2.06	87.51	86.70	83.15
Agricultural implements.....	40.0	40.3	40.5	2.17	2.19	2.09	86.64	88.20	84.59
Fabricated and structural steel.....	40.6	40.3	40.1	2.11	2.08	2.03	85.54	84.06	81.44
Hardware and tools.....	41.9	42.3	41.8	1.79	1.78	1.78	74.85	75.45	74.56
Heating and cooking appliances.....	40.0	39.3	40.0	1.78	1.80	1.78	71.18	70.63	71.16
Iron castings.....	40.7	40.9	39.4	2.00	2.00	1.97	81.50	81.92	77.61
Machinery, industrial.....	41.5	41.4	41.3	1.98	1.99	1.92	82.05	82.29	79.40
Primary iron and steel.....	41.0	39.9	39.3	2.54	2.53	2.40	104.28	100.88	94.39
Sheet metal products.....	40.8	40.7	41.0	2.12	2.10	2.03	84.49	85.64	83.42
Wire and wire products.....	41.6	41.6	41.0	2.07	2.08	2.01	86.10	86.34	82.33
*Transportation equipment.....	40.3	40.6	40.9	2.11	2.11	2.04	85.02	85.47	83.68
Aircraft and parts.....	42.1	42.1	41.9	2.10	2.10	2.02	88.62	88.42	84.49
Motor vehicles.....	40.2	39.6	41.7	2.30	2.30	2.26	92.68	91.24	94.12
Motor vehicle parts and accessories.....	40.6	40.6	40.7	2.10	2.11	2.01	85.28	85.52	81.83
Railroad and rolling stock equipment.....	39.1	39.8	39.8	2.00	1.97	1.96	78.35	78.37	77.89
Shipbuilding and repairing.....	39.1	40.7	40.4	2.03	2.05	1.95	79.36	83.32	79.01
*Non-ferrous metal products.....	40.5	40.5	40.0	2.15	2.14	2.05	87.30	86.55	82.13
Aluminum products.....	41.7	42.0	42.1	1.93	1.92	1.82	80.41	80.77	76.49
Brass and copper products.....	40.9	40.4	40.0	2.01	1.99	1.93	82.11	80.66	77.12
Smelting and refining.....	40.2	40.0	39.4	2.37	2.36	2.26	95.45	94.39	88.88
*Electrical apparatus and supplies.....	40.5	40.7	40.1	1.89	1.87	1.84	76.32	76.24	73.87
Heavy electrical machinery and equipment.....	40.7	40.7	40.3	2.08	2.08	2.04	84.39	84.83	82.30
Telecommunication equipment.....	40.0	40.6	39.8	1.76	1.76	1.67	70.31	71.29	66.23
Refrigerators, vacuum cleaners and appliances.....	39.8	40.6	39.1	1.92	1.90	1.89	76.29	77.03	73.96
Wire and cable.....	42.0	41.3	41.3	2.08	2.03	2.01	87.27	84.01	82.99
Miscellaneous electrical products.....	40.3	40.2	40.3	1.78	1.76	1.74	71.80	70.73	70.30
*Non-metallic mineral products.....	43.3	41.9	42.8	1.86	1.85	1.78	80.71	77.75	76.24
Clay products.....	42.7	42.2	42.9	1.70	1.69	1.65	72.82	71.17	70.82
Glass and glass products.....	41.2	40.6	41.1	1.86	1.85	1.76	76.76	75.25	72.41
Products of petroleum and coal.....	41.6	40.9	41.4	2.58	2.54	2.55	107.13	103.99	105.53
Chemical products.....	41.4	40.7	40.7	2.04	2.02	1.96	84.46	82.22	79.66
Medicinal and pharmaceutical preparations.....	40.4	40.0	40.1	1.55	1.56	1.50	62.83	62.25	60.01
Acids, alkalis and salts.....	41.0	40.5	41.2	2.39	2.33	2.24	97.84	94.20	92.36
Miscellaneous manufacturing industries.....	40.8	41.7	40.4	1.52	1.51	1.48	61.98	62.82	59.89
Construction	39.5	39.3	39.1	1.97	2.02	1.91	77.85	79.58	74.84
Building and general engineering.....	39.3	39.4	38.4	2.14	2.20	2.10	84.13	86.81	80.79
Highways, bridges and streets.....	39.8	39.1	40.2	1.68	1.69	1.61	66.74	66.18	64.80
Electric and motor transportation.....	43.4	43.0	43.4	1.90	1.89	1.83	82.35	81.08	79.24
Service	38.8	39.0	39.3	1.07	1.07	1.04	41.52	41.66	40.89
Hotels and restaurants.....	38.7	38.5	39.2	1.04	1.04	1.02	40.22	40.19	39.88
Laundries and dry cleaning plants.....	40.1	41.0	40.4	1.03	1.03	1.00	41.41	42.17	40.50

*Durable manufactured goods industries.

**TABLE C-6—EARNINGS AND HOURS OF HOURLY-RATED
WAGE EARNERS IN MANUFACTURING**

SOURCE: Man-Hours and Hourly Earnings, D.B.S.

Period	Hours Worked Per week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949=100)	
				Current Dollars	1949 Dollars
	No.	\$	\$	No.	
Monthly Average 1955.....	41.0	1.45	59.45	142.4	122.4
Monthly Average 1956.....	41.0	1.52	62.40	149.5	126.3
Monthly Average 1957.....	40.4	1.61	64.96	155.6	127.4
Monthly Average 1958.....	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959.....	40.7	1.72	70.16	168.1	132.8
Last Pay Period in:					
1960 June.....	40.4	1.79	72.19	173.0	135.6
July.....	40.6	1.77	72.01†	172.5	134.9
August.....	40.5	1.76	71.46	171.2	133.3
September.....	40.9	1.77	72.37	173.4	134.0
October.....	40.6	1.78	72.66	174.1	134.3
November.....	40.6	1.79	72.82	174.5	134.6
December.....	38.7	1.82	70.60	169.1	130.9
1961 January.....	40.1	1.81	72.76	174.3	135.2
February.....	40.4	1.82	73.40	175.9	136.2
March.....	40.3	1.83	73.64	176.4	136.7
April.....	40.6	1.84	74.56	178.6	138.5
May†.....	40.5	1.84	74.44	178.3	138.3
June†.....	41.1	1.83	75.22	180.2	139.7

NOTE: The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings, D.B.S.*, page ii.

†Revised.

‡Latest figures subject to revision.

D—National Employment Service Statistics

Tables D-1 to D-5 are based on two statistical reports of the National Employment Service. These reports serve different operational purposes and, therefore, the data are not necessarily identical.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Period		Unfilled Vacancies*			Registrations for Employment		
		Male	Female	Total	Male	Female	Total
Date Nearest:							
August	1, 1955.....	18,363	16,665	35,028	132,710	72,674	205,384
August	1, 1956.....	38,195	19,636	57,831	105,417	69,272	174,689
August	1, 1957.....	20,837	14,060	34,897	171,765	84,581	256,346
August	1, 1958.....	11,505	11,858	23,363	252,853	119,157	372,010
August	1, 1959.....	14,235	14,317	28,552	185,527	106,965	292,492
August	1, 1960.....	14,673	12,594	27,267	242,582	128,062	370,644
September	1, 1960.....	13,748	14,427	28,175	236,969	117,044	354,013
October	1, 1960.....	12,239	13,796	26,035	228,632	115,358	343,990
November	1, 1960.....	11,944	10,866	22,810	281,494	124,255	405,739
December	1, 1960.....	15,932	10,799	26,731	393,856	144,123	537,979
January	1, 1961.....	9,859	7,996	17,855	570,789	163,893	734,682
February	1, 1961.....	8,866	8,377	17,243	668,766	185,972	854,738
March	1, 1961.....	8,786	9,513	18,299	691,351	186,991	878,342
April	1, 1961.....	9,927	11,387	21,314	683,034	180,982	864,016
May	1, 1961.....	14,098	13,802	27,900	594,904	172,884	767,788
June	1, 1961.....	17,078	17,208	34,286	418,218	151,611	569,829
July	1, 1961 (a).....	15,103	16,445	31,548	268,284	125,447	393,731
August	1, 1961 (a).....	15,880	14,732	30,612	246,016	117,993	364,009

(a) Latest figures subject to revision.

* Current Vacancies only. Deferred Vacancies are excluded.

TABLE D-2—UNFILLED VACANCIES BY INDUSTRY AND BY SEX AS AT JUNE 30, 1961⁽¹⁾

(Source: National Employment Service, Unemployment Insurance Commission)

Industry	Male	Female	Total	Change from	
				May 31 1961	June 30 1960
Agriculture, Fishing, Trapping	895	929	1,824	+ 1,084	— 422
Forestry	1,639	5	1,644	+ 49	— 3,126
Mining, Quarrying and Oil Wells	444	56	500	— 325	— 175
Metal Mining.....	309	20	329	— 34	— 42
Fuels.....	89	20	109	— 123	— 68
Non-Metal Mining.....	25	1	26	— 97	— 55
Quarrying, Clay and Sand Pits.....	9	3	12	— 2	+ 3
Prospecting.....	12	12	24	— 69	— 13
Manufacturing	3,276	2,432	5,708	— 189	+ 978
Foods and Beverages.....	378	658	1,036	— 54	+ 368
Tobacco and Tobacco Products.....	11	4	15	— 7	+ 4
Rubber Products.....	22	15	37	+ 8	+ 15
Leather Products.....	49	111	160	— 9	+ 5
Textile Products (except clothing).....	79	103	182	+ 6	+ 29
Clothing (textile and fur).....	132	740	872	+ 120	+ 219
Wood Products.....	385	86	471	— 55	+ 191
Paper Products.....	150	75	225	— 76	+ 68
Printing, Publishing and Allied Industries.....	116	98	214	— 52	+ 8
Iron and Steel Products.....	576	106	682	+ 32	+ 84
Transportation Equipment.....	524	61	585	+ 95	+ 73
Non-Ferrous Metal Products.....	108	36	144	— 51	+ 39
Electrical Apparatus and Supplies.....	219	122	341	— 22	+ 13
Non-Metallic Mineral Products.....	170	31	201	+ 5	+ 79
Products of Petroleum and Coal.....	29	18	47	— 25	+ 9
Chemical Products.....	187	85	272	— 89	+ 9
Miscellaneous Manufacturing Industries.....	141	83	224	— 35	+ 71
Construction	1,283	92	1,375	— 202	— 510
General Contractors.....	876	59	935	— 133	+ 399
Special Trade Contractors.....	407	33	440	— 69	+ 111
Transportation, Storage and Communication	857	263	1,120	— 425	+ 36
Transportation.....	737	133	870	— 253	+ 108
Storage.....	14	15	29	— 4	+ 10
Communication.....	106	115	221	— 168	+ 62
Public Utility Operation	70	45	115	— 73	— 46
Trade	1,972	2,275	4,247	— 425	+ 42
Wholesale.....	737	478	1,215	— 96	+ 84
Retail.....	1,235	1,797	3,032	— 329	+ 42
Finance, Insurance and Real Estate	747	529	1,276	— 94	— 55
Service	4,458	10,055	14,513	— 1,116	+ 2,340
Community or Public Service.....	893	2,542	3,435	— 91	+ 708
Government Service.....	2,146	868	3,014	— 267	+ 1,081
Recreation Service.....	221	119	340	+ 123	+ 168
Business Service.....	481	418	899	— 141	+ 89
Personal Service.....	717	6,108	6,825	— 740	+ 472
GRAND TOTAL	15,641	16,681	32,322	— 1,716	— 938

⁽¹⁾ Preliminary—subject to revision.

Current vacancies only. Deferred vacancies are excluded.

TABLE D-3—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT BY OCCUPATION AND BY SEX AS AT JUNE 30, 1961 ⁽¹⁾

(Source: National Employment Service, Unemployment Insurance Commission)

Occupational Group	Unfilled Vacancies ⁽²⁾			Registrations for Employment		
	Male	Female	Total	Male	Female	Total
Professional and Managerial Workers.....	2,469	2,297	4,766	7,377	2,033	9,410
Clerical Workers.....	1,420	3,109	4,529	17,526	47,112	64,638
Sales Workers.....	1,552	1,234	2,786	7,333	15,623	22,956
Personal and Domestic Service Workers..	1,315	6,740	8,055	27,297	21,237	48,534
Seamen.....				956	11	967
Agriculture, Fishing, Forestry (Ex. log.)..	903	810	1,713	3,609	855	4,464
Skilled and Semi-Skilled Workers.....	5,778	1,346	7,124	115,294	17,803	133,097
Food and kindred products (incl. tobacco).....	65	17	82	1,073	472	1,545
Textiles, clothing, etc.....	129	921	1,050	2,797	11,588	14,385
Lumber and lumber products.....	1,603	5	1,608	11,698	93	11,791
Pulp, paper (incl. printing).....	70	8	78	1,096	450	1,546
Leather and leather products.....	69	70	139	805	822	1,627
Stone, clay and glass products.....	14	1	15	301	43	344
Metalworking.....	715	24	739	13,634	742	14,376
Electrical.....	137	22	159	3,272	807	4,079
Transportation equipment.....	1	1	2	601	46	647
Mining.....	97		97	1,823		1,823
Construction.....	904		904	24,390	1	24,391
Transportation (except seamen).....	464	10	474	21,418	126	21,544
Communications and public utility...	28		28	917	2	919
Trade and service.....	191	218	409	4,807	1,544	6,351
Other skilled and semi-skilled.....	1,103	26	1,129	18,753	787	19,540
Foremen.....	77	23	100	2,595	270	2,865
Apprentices.....	111		111	5,314	10	5,324
Unskilled Workers.....	1,666	909	2,575	88,892	20,773	109,665
Food and tobacco.....	135	510	645	2,857	5,215	8,072
Lumber and lumber products.....	155	20	175	8,057	266	8,323
Metalworking.....	41	12	53	5,243	519	5,762
Construction.....	508	6	514	40,081		40,081
Other unskilled workers.....	827	361	1,188	32,654	14,773	47,427
GRAND TOTAL.....	15,103	16,445	31,548	263,284	125,447	393,731

⁽¹⁾ Preliminary—subject to revision.

⁽²⁾ Current vacancies only. Deferred vacancies are excluded.

TABLE D-4—UNFILLED VACANCIES AND REGISTRATIONS AT JUNE 30, 1961

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Unfilled Vacancies ⁽¹⁾			Registrations		
	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960
Newfoundland	529	542	283	8,486	20,335	7,888
Corner Brook.....	28	26	24	2,534	4,950	2,373
Grand Falls.....	8	1	4	683	1,739	632
St. John's.....	493	515	255	5,269	13,646	4,883
Prince Edward Island	225	161	430	1,345	3,145	1,474
Charlottetown.....	161	27	302	695	1,820	769
Summerside.....	64	134	128	650	1,325	705
Nova Scotia	985	1,194	913	15,951	26,455	12,463
Amherst.....	46	31	35	719	987	669
Bridgewater.....	20	25	28	850	1,437	810
Halifax.....	536	571	466	4,425	6,150	4,392
Inverness.....	.....	.....	.....	232	849	225
Kentville.....	173	207	192	1,320	2,778	1,044
Liverpool.....	26	33	13	456	609	285
New Glasgow.....	70	129	57	1,397	3,208	1,205
Springhill.....	12	3	1	609	1,106	368
Sydney.....	27	28	28	3,200	3,578	3,005
Sydney Mines.....	7	40	.....	1,218	2,095	.....
Truro.....	24	72	44	802	1,772	735
Yarmouth.....	44	55	49	753	1,886	735
New Brunswick	979	999	1,427	12,596	27,241	12,129
Bathurst.....	23	16	8	912	3,807	919
Campbellton.....	119	68	306	1,455	3,078	1,126
Edmundston.....	39	61	84	575	1,785	641
Fredericton.....	197	110	150	1,315	2,384	1,125
Minto.....	57	32	162	386	606	544
Moncton.....	314	452	351	2,561	5,558	3,014
Newcastle.....	.....	.....	1	982	3,007	1,129
Saint John.....	167	169	220	2,768	3,103	2,394
St. Stephen.....	48	34	96	820	1,620	630
Sussex.....	12	11	42	260	579	169
Woodstock.....	3	46	7	562	1,714	438
Quebec	7,510	7,595	9,818	121,769	178,756	117,125
Alma.....	10	9	20	1,509	2,551	1,128
Asbestos.....	3	.....	1	290	704	334
Baie Comeau.....	210	143	235	500	873	351
Beauharnois.....	6	24	24	845	1,340	750
Buckingham.....	12	52	96	655	1,208	580
Causapscal.....	325	119	415	997	2,308	1,007
Chandler.....	22	18	4	654	1,229	247
Chicoutimi.....	94	132	391	2,017	2,455	1,455
Cowansville.....	8	14	58	412	380	296
Dolbeau.....	250	134	9	890	1,933	732
Drummondville.....	57	86	19	1,715	2,068	1,630
Farnham.....	110	130	76	630	602	661
Forestville.....	41	57	346	258	990	242
Gaspé.....	14	17	9	533	1,407	287
Granby.....	44	9	21	1,526	2,087	1,254
Hull.....	68	57	43	2,202	3,590	2,159
Joliette.....	207	288	106	2,923	3,549	2,325
Jonquière.....	43	44	52	2,113	2,821	1,443
Lachute.....	23	19	14	362	589	622
La Malbaie.....	12	41	9	589	1,681	495
La Tuque.....	169	23	1,643	678	1,045	503
Lévis.....	24	19	36	1,944	3,481	1,922
Louisville.....	35	29	16	732	1,043	703
Magog.....	.....	3	10	333	525	460
Maniwaki.....	99	17	69	518	1,170	355
Matane.....	25	14	22	704	1,403	464
Mégantic.....	13	18	3	520	1,451	386
Mont-Laurier.....	86	37	23	584	1,141	465
Montmagny.....	10	8	7	1,177	2,413	724
Montreal.....	3,415	3,025	3,016	50,373	62,041	51,607
New Richmond.....	3	24	124	550	1,808	476
Port Alfred.....	15	5	11	580	1,201	335
Quebec.....	545	790	504	8,009	12,297	8,118
Rimouski.....	55	85	247	1,855	3,926	1,526
Rivière du Loup.....	30	259	65	1,993	5,076	1,543
Roberval.....	51	115	101	1,061	1,705	906
Rouyn.....	47	52	52	2,027	4,316	2,580
Ste. Agathe-des-Monts.....	74	96	42	378	881	283
Ste. Anne de Bellevue.....	102	96	57	724	952	620
Ste. Thérèse.....	27	33	39	1,282	1,861	1,322
St. Hyacinthe.....	97	99	48	1,308	1,934	1,692
St. Jean.....	91	74	51	1,502	2,023	1,794
St. Jérôme.....	72	64	98	1,092	1,377	1,225
Sept-Îles.....	89	104	275	1,963	3,017	1,527
Shawinigan.....	188	207	111	3,074	4,634	2,262
Sherbrooke.....	165	188	186	3,900	4,260	3,607
Sorel.....	76	70	37	1,586	1,576	1,329
Thetford Mines.....	21	25	54	973	1,583	990
Trois-Rivières.....	153	138	126	3,147	4,749	3,428

TABLE D-4—UNFILLED VACANCIES AND REGISTRATIONS AT JUNE 30, 1961

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Unfilled Vacancies ⁽¹⁾			Registrations		
	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960
Quebec—Cont'd.						
Val d'Or.....	23	37	36	1,590	3,017	1,616
Valleyfield.....	25	28	21	1,439	2,046	1,555
Victoriaville.....	37	44	33	1,265	1,699	1,510
Ville St. Georges.....	89	376	617	1,209	2,750	1,285
Ontario	10,141	11,053	9,235	137,531	176,751	145,445
Amprior.....	15	112	17	206	249	192
Barrie.....	15	35	14	875	1,246	1,077
Belleville.....	56	87	46	1,692	1,943	1,335
Bracebridge.....	243	227	187	407	658	446
Brampton.....	31	55	21	1,068	1,060	1,394
Brantford.....	85	72	65	2,071	2,494	3,178
Brockville.....	31	39	19	483	491	422
Carleton Place.....	20	22	1	179	295	137
Chatham.....	74	188	62	2,164	2,731	1,966
Cobourg.....	33	45	93	800	840	731
Collingwood.....	27	5	21	498	596	438
Cornwall.....	105	157	119	2,288	3,108	2,430
Elliot Lake.....	37	44	74	333	412	364
Fort Erie.....	10	4	23	343	570	327
Fort Frances.....	33	62	24	376	601	307
Fort William.....	119	205	93	1,497	2,350	1,328
Galt.....	93	116	122	1,650	2,034	1,134
Gananoque.....	4	21	20	197	266	168
Goderich.....	33	27	35	372	394	379
Guelph.....	20	49	56	1,396	2,243	1,939
Hamilton.....	692	749	840	11,356	14,528	11,620
Hawkesbury.....	14	14	16	331	586	752
Kapuskasing.....	33	190	127	1,243	1,992	926
Kenora.....	37	87	37	392	617	329
Kingston.....	107	98	111	1,573	1,943	1,619
Kirkland Lake.....	37	58	60	984	1,516	896
Kitchener.....	167	178	110	2,300	3,163	2,060
Leamington.....	31	28	52	803	1,360	1,094
Lindsay.....	14	13	10	523	508	399
Listowel.....	25	14	27	194	287	218
London.....	467	539	524	3,910	5,155	4,250
Long Branch.....	244	276	272	2,841	3,854	3,602
Midland.....	10	23	30	308	577	379
Napanee.....	9	5	14	319	565	264
Newmarket.....	121	66	38	960	1,341	1,187
Niagara Falls.....	456	213	53	1,790	2,468	1,406
North Bay.....	44	45	27	1,273	1,755	1,386
Oakville.....	119	123	106	660	812	1,235
Orillia.....	27	23	21	715	1,016	726
Oshawa.....	94	83	110	3,816	4,111	4,494
Ottawa.....	1,067	1,173	792	4,203	6,125	4,696
Owen Sound.....	30	43	55	878	1,374	916
Parry Sound.....	1	1	1	192	292	223
Pembroke.....	125	120	85	1,221	1,639	1,162
Perth.....	32	30	33	384	461	352
Peterborough.....	6	75	94	2,977	3,546	2,973
Pictou.....	6	4	4	150	213	186
Port Arthur.....	188	219	132	2,178	3,746	2,320
Port Colborne.....	24	24	12	592	817	472
Prescott.....	36	33	48	635	746	672
Renfrew.....	12	10	21	286	422	359
St. Catharines.....	369	248	163	3,674	3,953	3,481
St. Thomas.....	87	43	36	811	1,232	871
Sarnia.....	106	131	198	2,178	2,615	1,920
Sault Ste. Marie.....	171	181	218	2,234	2,897	2,744
Simcoe.....	117	86	102	703	930	661
Sioux Lookout.....	11	8	1	110	311	124
Smiths Falls.....	5	3	29	380	492	293
Stratford.....	26	38	24	641	665	652
Sturgeon Falls.....	11	14	20	439	703	479
Sudbury.....	139	286	102	3,325	4,529	3,042
Tilsonburg.....	29	31	8	274	559	269
Timmins.....	67	76	213	1,812	2,539	1,665
Toronto.....	2,672	2,910	2,360	36,429	44,124	40,702
Trenton.....	83	98	46	687	715	731
Walkerton.....	64	66	85	468	679	453
Wallaceburg.....	2	7	21	592	881	464
Welland.....	100	164	87	1,784	2,070	1,825
Weston.....	318	267	167	3,301	3,671	3,041
Windsor.....	338	220	280	7,966	9,638	8,057
Woodstock.....	38	47	52	841	1,132	1,113
Manitoba	2,501	3,013	2,983	15,583	23,508	12,463
Brandon.....	296	214	191	1,140	1,695	1,008
Dauphin.....	28	70	713	713	1,195	511
Flin Flon.....	37	61	40	140	186	158
Portage la Prairie.....	25	32	86	614	925	528
The Pas.....	53	71	99	203	363	194
Winnipeg.....	2,062	2,565	2,531	12,873	19,144	10,064

TABLE D-4—UNFILLED VACANCIES AND REGISTRATIONS AT JUNE 30, 1961

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Office	Unfilled Vacancies ⁽²⁾			Registrations		
	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960	(1) June 30, 1961	Previous Month May 31, 1961	Previous Year June 30, 1960
Saskatchewan	1,432	2,344	1,411	10,029	15,988	8,886
Estevan.....	35	36	49	280	303	233
Lloydminster.....	70	44	31	219	378	211
Moose Jaw.....	72	85	135	825	1,029	976
North Battleford.....	31	50	24	448	872	487
Prince Albert.....	67	146	71	1,124	1,771	907
Regina.....	796	969	708	2,430	2,947	2,366
Saskatoon.....	218	825	206	2,885	5,708	2,234
Swift Current.....	64	44	68	262	412	240
Weyburn.....	9	26	23	194	346	156
Yorkton.....	80	119	96	1,362	2,222	1,076
Alberta	4,184	4,725	3,304	20,374	33,019	21,882
Blairmore.....	23	17	37	276	579	279
Calgary.....	1,320	1,540	804	6,649	9,806	7,065
Drumheller.....	32	107	29	378	592	335
Edmonton.....	2,206	2,463	1,725	9,057	16,142	10,213
Edson.....	56	34	50	399	665	353
Grande Prairie.....	142	122	23	661	1,194	1,024
Lethbridge.....	104	99	415	1,226	1,885	1,150
Medicine Hat.....	107	135	116	913	853	660
Red Deer.....	194	208	105	815	1,303	803
British Columbia	3,062	2,660	3,298	50,037	64,631	49,900
Chilliwack.....	157	69	207	1,510	1,360	1,090
Courtenay.....	25	49	22	856	918	795
Cranbrook.....	35	17	44	598	1,231	744
Dawson Creek.....	21	20	6	897	1,395	709
Duncan.....	33	37	30	1,025	667	548
Kamloops.....	35	42	7	999	1,226	845
Kelowna.....	25	20	76	593	1,102	599
Kitimat.....	9	6	36	1,111	141	220
Mission City.....	621	57	983	953	994	884
Nanaimo.....	16	20	29	1,325	1,145	810
Nelson.....	30	16	180	708	891	550
New Westminster.....	275	259	184	6,867	8,510	7,575
Penticton.....	22	22	20	736	1,404	755
Port Alberni.....	65	34	49	602	640	538
Prince George.....	65	38	45	1,533	2,702	2,019
Prince Rupert.....	43	25	12	841	1,453	713
Princeton.....	11	12	23	278	462	194
Quesnel.....	30	30	18	943	1,386	1,142
Trail.....	47	61	61	779	905	586
Vancouver.....	1,132	1,541	972	21,624	29,138	22,650
Vernon.....	52	36	69	1,083	1,905	1,065
Victoria.....	243	192	148	3,746	4,490	4,599
Whitehorse.....	65	57	77	430	568	290
Canada	31,548	34,286	33,102	393,731	569,829	390,655
Males.....	15,103	17,078	17,227	268,284	418,218	258,719
Females.....	16,445	17,208	15,875	125,447	151,611	131,936

(1) Preliminary subject to revision.

(2) Current vacancies only. Deferred vacancies are excluded.

TABLE D-5—PLACEMENTS EFFECTED BY EMPLOYMENT OFFICES, 1956-1961

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Year	Total	Male	Female	Atlantic Region	Quebec Region	Ontario Region	Prairie Region	Pacific Region
1956.....	1,046,979	748,464	298,515	68,522	252,783	379,085	210,189	136,400
1957.....	877,704	586,780	290,924	59,412	215,335	309,077	185,962	107,918
1958.....	840,129	548,663	291,466	56,385	198,386	287,112	181,772	116,474
1959.....	986,073	661,872	324,201	70,352	239,431	336,527	211,951	127,812
1960.....	958,300	641,872	316,428	86,848	252,019	302,048	198,474	118,911
1960 (6 months).....	431,779	292,752	139,027	38,822	117,322	140,139	90,684	44,812
1961 (6 months).....	477,279	323,079	154,200	40,528	132,089	153,614	100,359	50,689

TABLE D-6—VACANCIES AND PLACEMENTS OF NATIONAL EMPLOYMENT OFFICES APRIL 3, 1961 TO JUNE 30, 1961
(Source: National Employment Service, Unemployment Insurance Commission)

Industry	Newfoundland				Prince Edward Island				Nova Scotia				New Brunswick				Quebec				Ontario			
	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		Vacancies Notified	Placements		
	Reg-ular	Cas-ual		Trans-fer out	Reg-ular		Cas-ual	Trans-fer out		Reg-ular	Cas-ual		Trans-fer out	Reg-ular		Cas-ual	Trans-fer out		Reg-ular	Cas-ual		Trans-fer out	Reg-ular	Cas-ual	Trans-fer out	Reg-ular	Cas-ual	Trans-fer out
Agriculture	3			42	205	57	3		104	81	4	91	216	70	10	354	4,898	633	3,606	265	6,403	3,059	1,599	122
Forestry	2	2			16				259	175	6	7	2,483	1,626	5	270	9,358	5,319	8	1,452	2,849	2,322	14	372
Fishing and Trapping	6	4							104	95	8	3	11	9			32	10	15		3	3		
Mining, Quarrying and Oil Wells	63	44							54	35	1	15	80	63	2	4	905	589	137	27	658	505	20	108
Metal Mining	49	37							7	4		13	28	17	1	4	317	171	1	19	408	302	7	104
Fuels													41	35	1		2	2			31	9		
Non-Metal Mining	14	7							25	16		1					514	359	135	6	4		3	
Quarrying, Clay and Sand Pits																								
Prospecting									22	15	1	1					58	48	1		195	182	9	4
Manufacturing	1,455	379	954	1	595	427	112	2	2,402	2,017	148	72	1,499	1,266	83	24	23,119	16,254	1,137	1,009	29,461	21,492	3,329	1,266
Foods and Beverages	186	108							350	274	38		555	465	31	4	2,584	1,869	364	68	4,154	2,735	581	42
Tobacco and Tobacco Products																								
Rubber Products																	208	183		3	40	22	4	
Leather Products	1	1							23	22			3	3			172	137	5	3	272	164	43	11
Textile Products (except clothing)	6	2															1,100	846	20	38	492	365	14	25
Clothing (textile and fur)									10	9			14	7										
Wood Products									35	28	3	1	34	21	12		1,409	1,150	32	44	972	732	84	45
Paper Products	1,170	222	950						205	166			306	270	10	15	5,056	3,719	66	265	1,629	1,122	52	174
Printing, Publishing and Allied Industries	9	3							10	8	21	3	100	68	6		2,087	1,617	98	61	2,011	1,445	287	71
Iron and Steel Products	34	12							48	15	27		17	12	1	1	756	559	64	7	1,819	807	644	61
Transportation Equipment									842	775	23	27	289	260	12		1,681	1,176	92	73	5,647	4,198	377	306
Non-Ferrous Metal Products	11	7	1						717	614	14	33	114	87	2	1	1,637	1,161	66	77	3,083	2,137	347	155
Electrical Apparatus and Supplies									16	5	6		9	5	4									
Non-Metallic Mineral Products	2	1							36	16	1	6	3	1	1	1	1,004	536	43	281	1,073	787	90	60
Products of Petroleum and Coal	3	2																						
Chemical Products									34	23	8	1	32	31										
Miscellaneous Manufacturing Industries	6	3							51	51	1		8	8			638	424	89	14	1,029	813	100	14
									7	5		1	14	13			91	79	2		60	37	3	1
	9	7								6	6		21	15	4	1	735	518	19	20	1,305	1,021	75	90

Construction	1,171	928	22	24	340	248	30	12	1,409	976	184	102	1,471	1,171	154	44	10,199	7,961	898	476	14,487	10,779	1,856	1,160
General Contractors.....	1,126	897	20	24	303	224	24	12	959	709	119	77	1,170	939	114	30	6,186	4,844	553	306	10,209	7,575	1,234	987
Special Trade Contractors.....	45	31	2	.....	37	24	6	.....	450	267	65	30	301	232	40	14	4,013	3,117	345	170	4,278	3,204	622	113
Transportation, Storage and Communication	35	13	3	.....	70	21	82	46	435	122	157	163	637	217	99	55	5,602	1,922	3,806	72	9,574	2,884	5,540	233
Transportation.....	26	9	1	.....	68	20	81	46	396	80	155	161	606	228	93	64	5,336	1,703	3,753	72	8,314	2,033	5,323	126
Storage.....	1	1	1	.....	1	1	1	.....	3	3	3	2	6	4	.....	1	85	37	37	.....	827	167	138	9
Communication.....	8	4	1	.....	1	.....	1	.....	36	39	2	2	20	15	6	1	181	132	19	.....	403	284	77	17
Public Utility Operation	5	2	.....	.....	2	1	.....	.....	22	14	.....	.....	24	20	2	.....	233	232	14	2	489	349	17	84
Trade	208	115	11	4	277	133	112	.....	1,693	1,036	349	19	1,443	902	346	5	9,398	5,569	1,342	180	16,781	10,195	2,814	696
Wholesale.....	61	32	5	.....	132	30	97	.....	581	325	189	13	604	416	170	.....	2,712	1,453	341	44	3,888	3,447	1,270	354
Retail.....	147	83	9	4	145	103	15	.....	1,112	711	160	6	749	486	176	5	6,606	4,116	881	136	10,893	6,748	1,544	342
Finance, Insurance and Real Estate	28	10	.....	.....	17	12	2	.....	212	143	17	2	104	72	8	.....	1,396	841	49	14	2,275	1,196	146	121
Service	732	379	86	1	584	331	157	1	3,955	3,006	1,123	85	3,072	1,518	878	39	23,892	18,938	4,862	538	38,612	20,078	9,654	1,162
Community or Public Service.....	58	21	.....	.....	34	18	9	.....	317	153	83	9	265	104	44	4	1,616	1,046	130	35	3,203	1,945	420	87
Government Service.....	403	240	8	1	173	163	2	1	1,064	772	74	47	720	646	43	22	9,236	8,357	308	140	9,464	7,423	740	240
Recreation Service.....	121	7	.....	.....	7	5	.....	.....	78	54	3	5	91	17	32	.....	756	336	274	36	1,564	633	670	166
Business Service.....	10	9	1	.....	7	5	.....	.....	98	53	18	1	64	44	11	.....	1,881	1,321	184	10	2,676	1,265	382	250
Personal Service.....	240	93	77	.....	363	140	116	.....	2,398	974	947	23	1,882	677	748	13	16,333	7,868	3,906	317	21,615	8,822	7,442	389
Totals	3,708	1,876	1,079	91	2,106	1,230	498	61	10,649	6,700	1,999	564	10,990	6,994	1,587	755	93,792	58,268	15,874	4,035	121,592	71,862	24,989	5,264
Male.....	3,195	1,548	1,059	87	1,323	789	398	61	7,171	4,659	1,301	534	8,120	5,270	1,134	741	64,303	40,724	11,714	3,422	79,765	47,762	19,396	4,116
Female.....	513	328	20	4	781	450	100	.....	3,478	2,041	698	30	2,870	1,721	453	14	29,489	17,544	4,160	613	41,827	24,100	5,593	1,148

(1) Current and deferred vacancies reported during the period.

TABLE D-6—VACANCIES AND PLACEMENTS OF NATIONAL EMPLOYMENT OFFICES APRIL 3, 1961 TO JUNE 30, 1961

(SOURCE: National Employment Service, Unemployment Insurance Commission)

Industry	Manitoba			Saskatchewan			Alberta			British Columbia			Canada		
	Placements			Placements			Placements			Placements			Placements		
	Va- can- cies Noti- fied	Reg- ular	Trans- fers out	Va- can- cies Noti- fied	Reg- ular	Trans- fers out	Va- can- cies Noti- fied	Reg- ular	Trans- fers out	Va- can- cies Noti- fied	Reg- ular	Trans- fers out	Va- can- cies Noti- fied	Reg- ular	Trans- fers out
Agriculture	652	428	65	1,334	1,102	44	4,743	2,954	117	343	12,180	2,227	30,648	10,611	2,099
Forestry	48	33	.....	24	19	.....	236	77	109	40	964	793	16,239	10,356	2,427
Fishing and Trapping	13	9	3	13	9	4	.....	2	.....	.....	33	25	217	166	3
Mining, Quarrying and Oil Wells	633	463	.....	104	92	3	779	588	34	57	463	355	3,739	2,734	469
Metal Mining.....	607	438	.....	104	92	3	779	588	34	57	463	355	3,739	2,734	469
Fuels.....	1	.....	78	36	16	.....	33	33	2	.....	370	269	1,834	1,285	15
Non-Metal Mining.....	1	.....	7	65	55	3	530	394	23	29	9	10	679	506	27
Quarrying, Clay and Sand Pits.....	18	18	.....	8	4	.....	0	0	.....	.....	69	68	640	438	8
Prospecting.....	7	6	4	14	12	.....	45	40	7	.....	7	1	359	316	13
Manufacturing	4,104	2,569	882	1,155	774	12	3,285	2,368	458	268	5,390	3,864	71,465	50,410	2,919
Foods and Beverages.....	695	361	170	466	270	175	638	428	165	2	1,010	655	11,077	7,499	1,873
Tobacco and Tobacco Products.....	5	5	.....	1	2	.....	63	40	.....	.....	20	14	248	205	4
Rubber Products.....	56	47	.....	7	4	.....	24	17	2	.....	3	.....	516	359	48
Leather Products.....	114	85	21	7	4	.....	47	35	4	.....	20	14	1,719	1,316	40
Textile Products (except clothing).....	1,059	874	54	26	19	2	81	58	2	.....	193	135	2,620	2,053	146
Clothing (textile and fur).....	398	183	146	10	51	23	219	161	18	1	2,824	2,016	8,114	5,976	200
Wood Products.....	108	45	47	6	38	.....	61	49	6	.....	275	175	4,769	3,729	219
Paper Products.....	239	117	94	47	26	9	130	83	30	.....	156	68	3,222	1,659	112
Printing, Publishing and Allied In- dustries.....	665	355	235	13	141	32	737	539	108	241	342	219	10,428	7,679	73
Iron and Steel Products.....	228	164	18	6	115	15	423	288	9	.....	339	229	6,764	4,769	677
Transportation Equipment.....	57	45	2	1	1	.....	48	37	3	.....	215	192	8	1	281
Non-Ferrous Metal Products.....	144	119	21	11	13	.....	47	37	9	.....	62	38	2,477	1,663	158
Electrical Apparatus and Supplies.....	109	49	21	30	89	13	402	332	24	.....	48	38	3,307	2,361	354
Non-Metallic Mineral Products.....	23	19	3	30	28	.....	40	37	4	.....	21	2	2,401	1,773	207
Products of Petroleum and Coal.....	100	42	32	45	34	21	180	147	36	1	62	38	338	266	60
Chemical Products.....	99	59	18	13	5	5	62	40	9	.....	73	39	2,517	1,852	15
Miscellaneous Manufacturing In- dustries.....	2,283	1,584	313	2,951	2,301	242	4,328	3,492	471	30	2,507	1,877	3,144	2,298	113
Construction	1,560	1,130	136	2,261	1,819	126	3,200	2,561	283	30	2,507	1,877	11,146	8,317	89
General Contractors.....	1,723	1,254	177	2,990	2,482	116	4,328	3,492	471	30	2,507	1,877	11,146	8,317	89
Special Trade Contractors.....	1,763	1,184	273	2,542	1,951	242	4,328	3,492	471	30	2,507	1,877	11,146	8,317	89
Transportation, Storage and Com- munication	1,365	1,034	115	1,723	1,482	116	2,261	1,819	126	30	2,261	1,819	25,768	22,167	2,485
Transportation.....	223	48	158	773	413	115	1,043	1,276	208	35	744	474	19,233	17,330	1,885
Storage.....	223	48	158	773	413	115	1,043	1,276	208	35	744	474	19,233	17,330	1,885
Communication.....	175	102	24	44	35	2	233	122	12	.....	115	47	1,496	798	91
															87

Public Utility Operation.....	140	137	17	.....	38	35	1	41	184	174	4	.....	121	102	5	1	1,258	1,066	60	128
Trade.....	3,322	1,525	1,114	36	2,354	1,402	618	14	4,352	2,620	921	7	3,826	2,279	739	15	43,574	25,776	8,369	976
Wholesale.....	1,658	617	767	16	815	409	326	4	1,702	988	511	1	1,272	721	295	4	15,605	8,548	4,091	436
Retail.....	1,664	908	347	20	1,539	993	292	10	2,580	1,632	410	6	2,554	1,558	444	11	27,969	17,228	4,278	540
Finance, Insurance and Real Estate	483	271	52	6	264	184	16	1	674	403	44	.....	814	465	31	3	6,267	3,597	365	147
Service.....	6,690	2,815	2,580	62	5,161	3,189	1,249	168	11,527	6,835	2,313	149	12,892	7,887	2,635	79	112,997	63,906	25,539	2,284
Community or Public Service.....	634	389	81	11	1,508	820	54	5	1,099	663	52	86	1,016	679	90	6	8,840	5,458	903	243
Government Service.....	1,101	1,089	23	15	1,208	1,309	49	154	3,102	2,960	69	50	3,748	2,916	578	26	30,305	25,884	1,893	696
Recreation Service.....	995	115	39	4	1,000	58	33	.....	111	111	20	.....	251	160	43	6	3,707	1,486	1,437	247
Business Service.....	246	117	32	5	107	164	12	7	1,213	971	99	3	712	432	51	3	7,113	4,381	790	279
Personal Service.....	4,014	1,105	2,088	27	3,053	1,278	1,101	2	5,969	2,130	2,073	10	7,165	3,700	1,873	38	63,032	26,787	20,456	819
Totals.....	29,131	11,018	5,299	1,111	14,233	9,578	2,635	1,450	32,114	29,979	4,744	936	40,156	20,484	13,929	433	349,521	208,959	72,633	14,700
Male.....	12,574	7,119	3,430	1,028	9,830	6,895	1,898	1,108	21,347	15,291	3,406	673	21,149	11,812	6,927	375	228,779	141,860	50,663	12,145
Female.....	7,557	3,899	1,869	83	4,423	2,683	737	342	10,767	5,688	1,338	263	19,037	8,672	7,002	58	120,742	67,129	21,970	2,555

(1) Current and deferred vacancies reported during the period.

E—Unemployment Insurance

TABLE E-1—BENEFICIARIES AND BENEFIT PAYMENTS BY PROVINCE, JUNE 1961

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Estimated Average Number of Beneficiaries Per Week (in thousands)	Weeks Paid	Amount of Benefit Paid \$
Newfoundland.....	7.8	34,528	922,542
Prince Edward Island.....	1.2	5,344	113,215
Nova Scotia.....	12.4	54,598	1,279,394
New Brunswick.....	11.9	52,531	1,201,301
Quebec.....	73.9	325,174	7,573,391
Ontario.....	86.0	378,193	8,872,112
Manitoba.....	10.6	46,603	1,083,403
Saskatchewan.....	6.1	26,778	601,754
Alberta.....	13.5	59,370	1,432,708
British Columbia.....	26.2	115,137	2,810,614
Total, Canada, June 1961.....	249.6	1,098,256	25,890,434
Total, Canada, May 1961.....	563.5	2,479,275	58,704,099
Total, Canada, June 1960.....	275.9	1,214,155	26,841,961

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL JUNE 30, 1961

(Counted on last working day of the month)

SOURCE: Report on operation of the Unemployment Insurance Act, D.B.S.

Province and Sex	Total Claimants	Number of weeks on claim							Percentage Postal	June 30, 1960 Total claimants
		2 or Less	3-4	5-8	9-12	13-16	17-20	Over 20		
Canada.....	266,876	70,370	26,365	37,142	32,029	24,073	18,594	53,303	27.6	296,445
Male.....	177,195	49,102	17,446	24,013	21,722	16,275	11,995	36,642	30.1	196,066
Female.....	89,681	21,268	8,919	13,129	10,307	7,798	6,599	21,661	22.7	100,379
Newfoundland.....	6,427	838	374	708	850	828	646	2,183	66.3	6,147
Male.....	5,435	676	303	597	735	748	564	1,812	68.9	5,089
Female.....	992	162	71	111	115	80	82	371	52.1	1,058
Prince Edward Island....	808	151	68	147	103	66	54	219	56.8	876
Male.....	516	105	45	102	69	39	33	123	63.2	566
Female.....	292	46	23	45	34	27	21	96	45.5	310
Nova Scotia.....	12,842	3,494	1,131	1,362	1,699	1,067	791	3,298	35.8	14,570
Male.....	10,242	3,012	927	1,022	1,380	804	578	2,519	35.0	11,926
Female.....	2,600	482	204	340	319	263	213	779	38.7	2,644
New Brunswick.....	9,625	1,621	792	1,220	1,783	1,030	633	2,546	52.6	9,437
Male.....	6,980	1,145	537	886	1,485	771	461	1,695	55.3	6,808
Female.....	2,645	476	255	334	298	259	172	851	45.3	2,629
Quebec.....	82,611	21,432	9,175	11,978	9,569	7,797	5,990	16,670	28.5	91,831
Male.....	54,861	14,177	6,019	7,730	6,513	5,619	4,205	10,598	31.1	60,361
Female.....	27,750	7,255	3,156	4,248	3,056	2,178	1,785	6,072	23.2	31,470
Ontario.....	93,959	26,126	9,478	13,255	10,808	7,832	6,157	20,303	20.0	111,104
Male.....	59,060	17,577	6,037	8,216	6,707	4,861	3,565	12,097	20.6	70,284
Female.....	34,899	8,549	3,441	5,039	4,101	2,971	2,592	8,206	18.9	40,820
Manitoba.....	10,695	2,298	884	1,730	1,432	1,227	930	2,194	20.6	8,907
Male.....	6,647	1,535	520	1,069	883	733	550	1,357	24.9	5,072
Female.....	4,048	763	364	661	549	494	380	837	13.5	3,835
Saskatchewan.....	5,652	1,166	461	816	774	551	424	1,460	43.2	5,635
Male.....	3,336	735	267	462	514	334	214	810	47.0	3,267
Female.....	2,316	431	194	354	260	217	210	650	37.7	2,368
Alberta.....	12,219	3,077	908	1,858	1,676	1,233	975	2,492	32.4	14,173
Male.....	8,081	2,113	584	1,203	1,137	801	604	1,639	36.7	9,759
Female.....	4,138	964	324	655	539	432	371	853	24.0	4,414
British Columbia.....	32,038	10,167	3,094	4,068	3,335	2,442	1,994	6,938	26.2	33,765
Male.....	22,037	8,027	2,207	2,726	2,299	1,565	1,221	3,992	28.6	22,934
Female.....	10,001	2,140	887	1,342	1,036	877	773	2,946	20.9	10,831

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT BY PROVINCE, JUNE, 1961

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland.....	1,708	1,323	385	2,130	1,128	1,002	473
Prince Edward Island.....	236	156	80	253	165	88	69
Nova Scotia.....	5,649	2,920	2,729	5,680	4,431	1,249	1,227
New Brunswick.....	2,978	1,969	1,009	3,484	2,428	1,056	624
Quebec.....	34,837	21,284	13,553	37,556	27,307	10,249	9,369
Ontario.....	41,900	24,954	16,946	43,258	30,675	12,583	11,130
Manitoba.....	3,550	2,291	1,259	3,681	2,574	1,107	676
Saskatchewan.....	1,980	1,310	670	2,105	1,413	692	438
Alberta.....	4,635	2,878	1,757	4,975	3,444	1,531	1,160
British Columbia.....	15,372	8,885	6,487	15,311	11,050	4,261	3,491
Total, Canada, June 1961.....	112,845	67,970	44,875	118,433	84,615	33,818	28,621
Total, Canada, May 1961.....	162,059	109,152	52,907	172,745	140,623	32,122	34,209
Total, Canada, June 1960.....	128,465	76,949	51,516	133,641	99,789	33,852	34,024

* In addition, revised claims received numbered 35,491.

† In addition, 36,720 revised claims were disposed of. Of these, 4,346 were special requests not granted and 1,410 were appeals by claimants. There were 8,214 revised claims pending at the end of the month.

TABLE E-4—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT

SOURCE: Report on Operation of the Unemployment Insurance Act, D.B.S.

End of:	Total	Employed	Claimants
1961—May.....	3,898,000	3,557,000	341,000
April.....	4,126,000	3,412,900	713,100
March.....	4,210,000	3,372,000	838,000
February.....	4,247,000	3,374,200	872,800
January.....	4,240,000	3,393,100	846,900
1960—December.....	4,251,000	3,496,900	754,100
November.....	4,110,000	3,624,800	485,200
October.....	4,002,000	3,671,800	330,200
September.....	3,998,000	3,718,500	279,500
August.....	4,003,000	3,722,800	280,200
July.....	3,985,000	3,690,900	294,100
June.....	4,014,000	3,717,600	296,400
May.....	4,109,580	3,591,520	518,060(*)

* The number of persons reporting to local offices as claimants during the first two weeks of book renewal. For other months, the claimants are as shown in Table E-2.

F—Prices

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949 = 100)

Calculated by the Dominion Bureau of Statistics

	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1957—Year.....	122.6	118.6	127.3	108.2	133.2	139.9	134.2	109.1
1958—Year.....	125.7	122.9	129.3	109.5	136.6	146.6	142.0	110.1
1959—Year.....	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year.....	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1960—July.....	128.3	122.6	132.9	111.1	139.9	155.4	145.0	115.8
August.....	128.6	123.3	133.1	110.5	140.2	154.9	145.1	115.8
September.....	128.2	122.5	133.2	110.7	138.8	154.9	145.1	115.8
October.....	128.7	123.5	133.3	111.3	138.7	155.7	145.8	115.8
November.....	129.1	123.5	133.3	112.4	141.9	154.7	146.6	115.8
December.....	129.3	124.2	133.3	112.4	141.8	154.9	146.6	115.8
1961—January.....	129.2	124.4	133.2	111.6	141.1	155.0	146.3	115.8
February.....	128.9	124.0	133.1	111.5	141.1	154.6	146.7	115.7
March.....	129.1	124.0	133.2	111.8	141.0	154.4	146.6	115.7
April.....	129.1	123.9	133.2	111.9	141.0	155.3	145.5	115.8
May.....	129.0	123.2	132.9	112.4	141.8	155.3	146.0	115.8
June.....	129.0	123.5	132.9	112.5	141.2	155.0	145.8	115.8
July.....	129.0	124.9	132.9	112.2	138.7	155.1	145.0	115.8
August.....	129.1	125.3	132.9	112.1	139.0	154.6	145.4	116.1

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF JULY 1961

(1949 = 100)

	Total			Food	Shelter	Clothing	Household Operation	Other Commodities and Services
	July 1960	June 1961	July 1961					
① St. John's, Nfld.....	116.5	117.0	116.9	112.0	114.2	110.7	111.9	132.9
Halifax.....	126.4	127.8	127.8	116.4	136.3	122.9	130.8	140.3
Saint John.....	128.6	129.7	129.7	121.5	140.8	121.0	124.6	144.2
Montreal.....	127.2	128.3	128.5	126.2	146.7	107.8	118.0	139.6
Ottawa.....	128.2	129.0	129.1	121.9	149.5	113.9	121.1	140.4
Toronto.....	130.1	130.2	130.5	122.2	152.7	114.6	123.7	139.7
Winnipeg.....	125.4	126.7	126.9	122.5	136.1	116.6	120.0	137.1
Saskatoon—Regina.....	124.0	124.7	125.2	120.5	124.4	124.1	126.2	131.2
Edmonton—Calgary.....	123.6	124.2	124.4	117.2	125.2	120.6	127.9	133.4
Vancouver.....	127.5	128.4	128.2	120.4	137.3	115.8	132.7	137.5

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

① St. John's index on the base June 1951 = 100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the Unemployment Insurance Commission. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers reported on strike or locked out, whether or not all belonged to the unions directly involved in the disputes leading to work stoppages. Workers indirectly affected, such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 422, April issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1956-1961

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per Cent of Estimated Working Time
1956.....	221	220	88,680	1,246,000	0.11
1957.....	242	249	91,409	1,634,880	0.14
1958.....	253	262	112,397	2,872,340	0.24
1959.....	203	218	100,127	2,286,900	0.19
*1960.....	272	278	48,812	747,120	0.06
*1960: July.....	22	37	5,186	39,100	0.03
August.....	32	43	10,856	127,560	0.11
September.....	33	57	13,072	115,280	0.10
October.....	34	59	9,242	92,640	0.09
November.....	28	61	5,889	52,520	0.05
December.....	12	29	1,891	30,160	0.03
*1961: January.....	6	21	2,346	28,140	0.03
February.....	8	18	1,601	20,320	0.02
March.....	21	34	4,426	41,160	0.04
April.....	18	30	6,265	59,240	0.06
May.....	33	50	12,001	107,480	0.10
June.....	21	38	12,323	128,020	0.12
July.....	28	41	8,826	94,560	0.09

*Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, JULY 1961, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Logging.....	1	400	2,000
Fishing.....			
Mining.....	12	434	3,900
Manufacturing.....	14	5,528	47,090
Construction.....	4	1,301	19,230
Transportation, etc.....			
Public utilities.....			
Trade.....	8	186	2,210
Service.....	2	977	20,130
All industries.....	41	8,826	94,560

TABLE G-3—STRIKES AND LOCKOUTS, JULY 1961, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland.....	2	17	110
Prince Edward Island.....			
Nova Scotia.....	1	96	100
New Brunswick.....			
Quebec.....	5	650	4,050
Ontario.....	22	6,576	70,230
Manitoba.....			
Saskatchewan.....	1	20	100
Alberta.....	2	457	6,410
British Columbia.....	6	229	2,120
Federal.....	2	781	11,440
All jurisdictions.....	41	8,826	94,560

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JULY 1961

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues — Result
			July	Accu- mulated		
LOGGING Canadian International Paper, Sanmaur, Que.	Carpenters Loc. 2817 (AFL-CIO/CLC)	400	2,000	2,000	July 13 July 19	Application of new minimum wage ordinance Camps closed.
MANUFACTURING <i>Clothing</i> Taran Furs, Montreal, Que.	Butcher Workmen Loc. 400 (AFL-CIO/CLC)	110	220	220	July 17 July 19	Alleged violation of existing agreement~Return of workers without loss of pay
CONSTRUCTION Building contractors, Toronto, Ont.	Building trades unions (Toronto Council AFL-CIO)	5,000	44,800	141,000	May 29 July 17	Union wages~Agreement on wages; acceptance of emergency arbitration board.
Canadian Betchel Co., Sarnia, Ont.	Plumbers Loc. 663 (AFL-CIO/CLC)	250	1,500	1,500	July 5 July 13	Jurisdictional dispute between unions~Agreement reached.
TRANSPORTATION ETC. <i>Transportation</i> Eastern Stevedoring, Toronto, Ont.	I.L.A. Loc. 1842 (AFL-CIO/CLC)	585	8,780	8,780	July 10	Wages~
City of Calgary Transit System, Calgary, Alta.	Street Railway Employees Loc. 583 (AFL-CIO/CLC)	445	6,360	6,360	July 11	Wages~
Various shipping companies, Hamilton, Ont.	I.L.A. Loc. 1654 (AFL-CIO/CLC)	196	2,660	2,660	July 12	Wages~
SERVICE <i>Personal Service</i> Royal York Hotel, Toronto, Ont.	Hotel Employees Loc. 299 (AFL-CIO/CLC)	933	19,190	70,540	Apr. 24	Wages~

Here's VALUE

A 50% Reduction under This Special GROUP SUBSCRIPTION OFFER

A 12 MONTHS' SUBSCRIPTION

TO THE

LABOUR GAZETTE

**For
Only**

\$1.00

**Per
Subscription**

FOR GROUPS OF FIVE OR MORE SUBSCRIBERS

Cut the regular price in half by ordering five or more subscriptions at the same time. This offer is designed so that a union local can subscribe for its members, a company for its foremen and personnel officers, a university class for all students in labour relations, labour law, or labour economics.



A list of names and addresses of subscribers must accompany each order

(A form is provided overleaf)



Send remittance by cheque or postal money order, payable to the Receiver General of Canada, to Circulation Manager, LABOUR GAZETTE, Department of Labour, Ottawa.

SPECIAL	GROUP	SUBSCRIPTION
OFFER (5 OR MORE SUBSCRIPTIONS)		

Please send the LABOUR GAZETTE to the following persons:

I am enclosing the amount of (\$1.00 per subscription).

(Organization)

.....
(Secretary-Treasurer